

# SHERIDAN

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

**(937) 767-2021**

**www.SheridanTeam.com**



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(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 **1400 N. Main Street, Dayton, 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 to meet with you privately by appointment for showings and/or inspections. Please do not hesitate to contact us at our office with any questions or concerns you may have.

Once again, we welcome your interest in this real property. **Real Estate sells at 4:00 PM on Wednesday, June 23, 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®

# DAYTON COMMERCIAL PROPERTY

## Former Grub Steak Restaurant Location

### Wednesday ♦ June 23, 2010 ♦ 4:00 PM

**1400 North Main Street  
DAYTON, OH**

*Excellent opportunities for this historic site. Former home of Joe Bissett's Grub Steak Restaurant w/over 7,500 SF in building space with former restaurant facilities and additional retail/commercial space to the south. Plenty of parking in back. Join us for this exciting and unique auction opportunity.*



*Visit us on the web or  
call Auction Agents for private showings  
and Bidder Package*



## Real Estate Sale Terms

**Bidding Procedure:** The property will sell to the highest bidder subject to the confirmation of the Seller.

**Buyer's Premium:** A 10% surcharge will be added to the final bid amount(s) to form the contract price.

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

**Down Payment:** \$10,000 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 the short proration method.

**Closing Date:** On or before July 30, 2010.

**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 published information is 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 will be sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are

made by the Seller or the Auction Company. Each bidder is responsible for conducting his/her own due diligence concerning the property prior to the auction. 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.

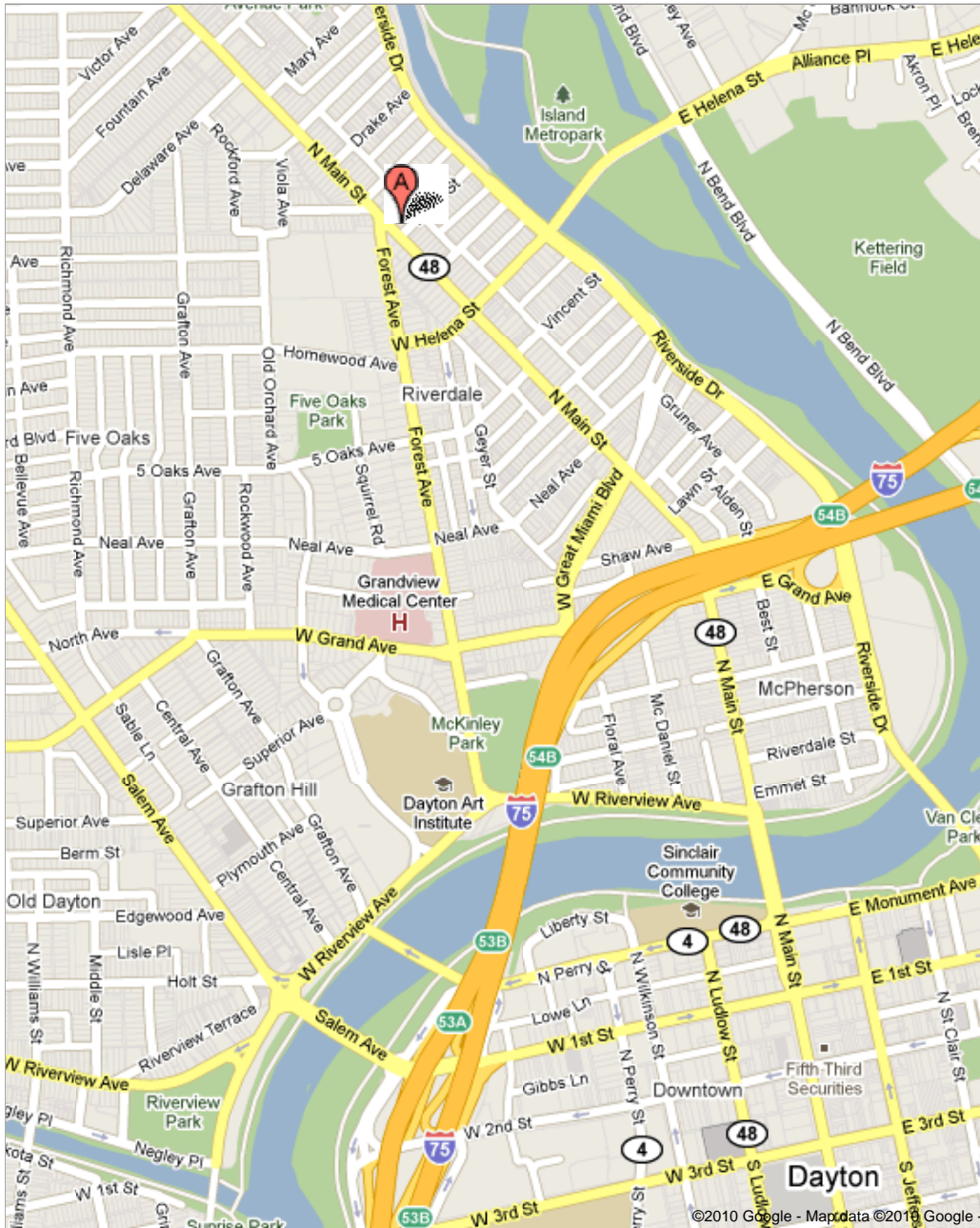
**KEY TRUST CO OF OHIO NA**

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

(937) 767-2021  
www.SheridanTeam.com



Toll Free: 1.866.282.8284



## Joe Bissett's Grub Steak

1400 N. Main Street, Dayton, OH 45405



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This Property Will be Auctioned:	<b>6/ 23/ 2010 4:00 PM EST</b>
Price:	<b>\$50,000</b>
Building Size:	9,955 SF
Price/SF:	\$5.02
Property Type:	Retail
Property Sub-type:	Restaurant
Property Use Type:	Vacant/Owner-User
Commission Split:	3%
Lot Size:	0.14 AC

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Last Verified 6/22/2010  
Listing ID 16724775

### Description

Excellent opportunities for this historic site. Former home of Joe Bissett' s Grub Steak Restaurant w/over 7,500 SF in building space with former restaurant facilities and additional retail/commercial space to the south. Plenty of parking in back. Join us for this exciting and unique auction opportunity.

Visit us on the web or call Auction Agents for private showings and Bidder Package!

Montgomery County, OH

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**Map** of 1400 N. Main Street, Dayton, OH 45405 (Montgomery County)



Joe Bissett's Grub Steak



Joe Bissett's Grub Steak



Joe Bissett's Grub Steak



Joe Bissett's Grub Steak



Joe Bissett's Grub Steak



Joe Bissett's Grub Steak

Print

Close

PARID: R72 06007 0002  
PARCEL LOCATION: 1408 MAIN ST N

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N.MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13419  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .1439  
Deed 1977-00451A007  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$10,190	\$3,570
Improvements	\$99,260	\$34,740
CAUV	\$0	\$0
Total	\$109,450	\$38,310

**Current Year Rollback Summary**

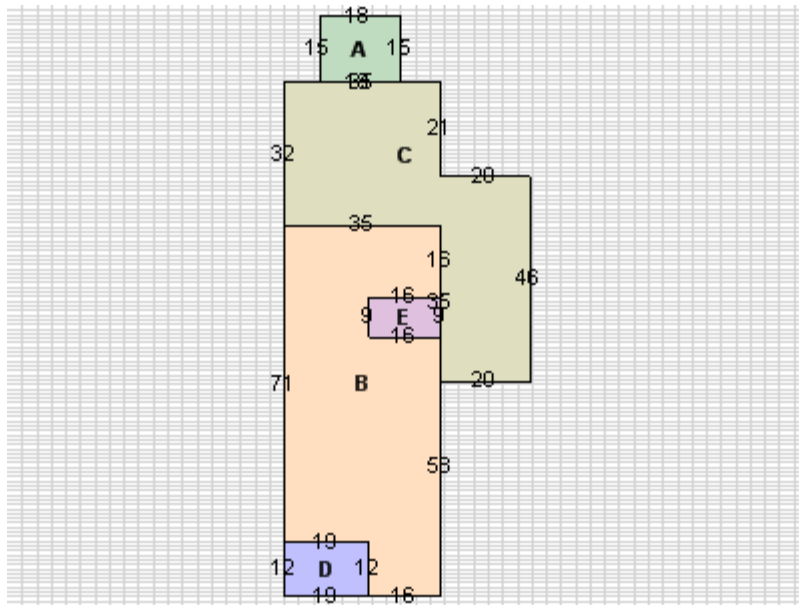
10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

11777-APC FEE	\$2,634.90
41000-M.C.D. MIAMI CONSERVANCY DIST	\$38.28
41001-MCD DAM SAFETY INITIATIVE FUND	\$13.78
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$798.36	\$798.36	\$3,401.95	\$0.00	\$3,039.61	\$0.00	\$6,441.56



<b>A</b> PATIO, CONCRETE, 0 Sq. Ft.	<b>B</b> RESTAURANT, 2533 Sq. Ft.
<b>C</b> RESTAURANT, 2040 Sq. Ft.	<b>D</b> RESTAURANT, 228 Sq. Ft.
<b>E</b> RESTAURANT, 144 Sq. Ft.	

Print

Close

PARID: R72 06007 0003  
PARCEL LOCATION: 1400 MAIN ST N

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OHIO NA TR  
Mailing Address 34 N.MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13417-18 PTS  
60-7-3,4  
Land Use Description C - SMALL (UNDER 10,000SF) DETACH RETAI  
Acres .0606  
Deed 1977-00451A005  
Tax District Name DAYTON CITY-DAYTON CSD

**Sales**

Date	Sale Price	Seller	Buyer
24-JUN-97	\$100,000		

**Values**

Assessed Values	100%	35%
Land	\$4,290	\$1,500
Improvements	\$35,010	\$12,250
CAUV	\$0	\$0
Total	\$39,300	\$13,750

**Current Year Rollback Summary**

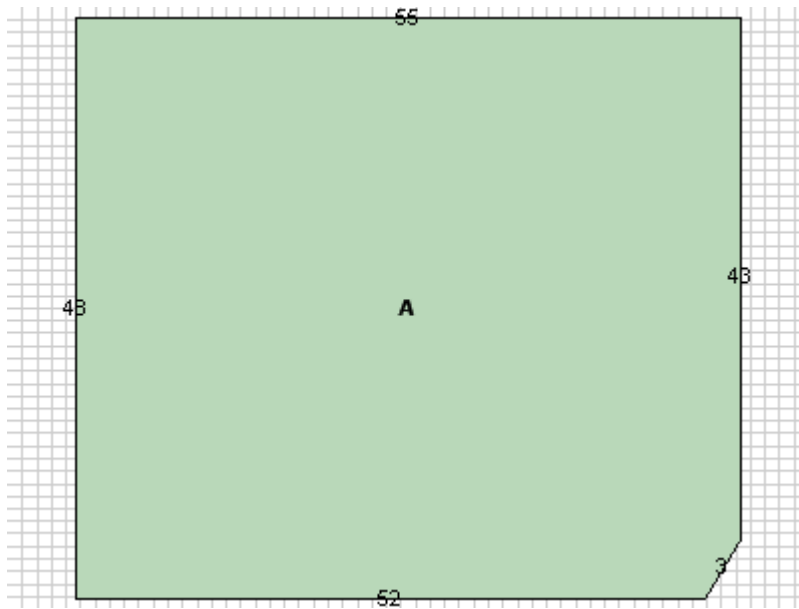
10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

11777-APC FEE	\$39.35
41000-M.C.D. MIAMI CONSERVANCY DIST	\$20.30
41001-MCD DAM SAFETY INITIATIVE FUND	\$7.32
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$667.18	\$667.18	\$733.05	\$0.00	\$637.78	\$0.00	\$1,370.83



**A** RETAIL STORE, 2633 Sq. Ft.

Print

Close

PARID: R72 06007 0005  
PARCEL LOCATION: 21 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N.MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13416  
  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .123  
Deed 1977-00450E012  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$6,700	\$2,350
Improvements	\$2,190	\$770
CAUV	\$0	\$0
Total	\$8,890	\$3,120

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$4.52
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.62
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$310.42	\$310.42	\$162.13	-\$18.80	\$140.25	\$0.00	\$283.58

Print

Close

PARID: R72 06007 0006  
PARCEL LOCATION: 27 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
BISSETT JOSEPH L

**Mailing**

Name JOSEPH L BISSETT  
Mailing Address 5825 PHILLIPS DR  
City, State, Zip TIPP CITY, OH 45371 2137

**Legal**

Legal Description 13415  
  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .123  
Deed 1997-00420B002  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$6,700	\$2,350
Improvements	\$2,190	\$770
CAUV	\$0	\$0
Total	\$8,890	\$3,120

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$4.26
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.54
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$277.20	\$277.20	\$161.76	\$0.00	\$140.25	\$0.00	\$302.01

Print

Close

PARID: R72 06007 0007  
PARCEL LOCATION: BOND ST

NBHD CODE: C8000000

**Owner**

Name  
BISSETT JOSEPH L

**Mailing**

Name PATRICIA BISSETT  
Mailing Address 2754 N.E. 29TH AVE S  
City, State, Zip LIGHTHOUSE POINT, FL 33064

**Legal**

Legal Description 13414 PT  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .0194  
Deed 1997-00420B002  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$1,060	\$370
Improvements	\$380	\$130
CAUV	\$0	\$0
Total	\$1,440	\$500

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$2.00
41001-MCD DAM SAFETY INITIATIVE FUND	\$0.26
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$45.44	\$45.44	\$28.32	\$0.00	\$22.48	\$0.00	\$50.80

Print

Close

PARID: R72 06007 0008  
PARCEL LOCATION: 33 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13413  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .123  
Deed 1981-00267C008  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$6,700	\$2,350
Improvements	\$2,190	\$770
CAUV	\$0	\$0
Total	\$8,890	\$3,120

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$4.26
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.54
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$277.20	\$277.20	\$161.76	-\$2.19	\$140.25	\$0.00	\$299.82

Print

Close

PARID: R72 06007 0009  
PARCEL LOCATION: 37 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO NA TR

**Mailing**

Name KEY TRUST COMPANY TR  
Mailing Address 34 N MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13412  
  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .123  
Deed 1998-00602D011  
Tax District Name DAYTON CITY-DAYTON CSD

**Sales**

Date	Sale Price	Seller	Buyer
13-JUN-85	\$24,900		
01-AUG-85	\$23,900		
03-SEP-98	\$20,000		

**Values**

Assessed Values	100%	35%
Land	\$6,700	\$2,350
Improvements	\$2,190	\$770
CAUV	\$0	\$0
Total	\$8,890	\$3,120

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$4.26
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.54
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$277.20	\$277.20	\$161.76	-\$2.19	\$140.25	\$0.00	\$299.82

Print

Close

PARID: R72 06007 0056  
PARCEL LOCATION: 31 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13414 PT  
  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .1068  
Deed 1992-00477B005  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$5,820	\$2,040
Improvements	\$1,930	\$680
CAUV	\$0	\$0
Total	\$7,750	\$2,720

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$3.70
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.34
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$241.38	\$241.38	\$141.14	-\$1.77	\$122.27	\$0.00	\$261.64

Print

Close

PARID: R72 06007 0065  
PARCEL LOCATION: MAIN ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N.MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13417-18 PTS  
60-7-66,60-7-65  
Land Use Description C - SMALL (UNDER 10,000SF) DETACH RETAI  
Acres .0809  
Deed 1977-00451A005  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$5,730	\$2,010
Improvements	\$430	\$150
CAUV	\$0	\$0
Total	\$6,160	\$2,160

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$2.92
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.06
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$188.84	\$188.84	\$112.29	\$0.00	\$97.10	\$0.00	\$209.39

Print

Close

PARID: R72 06007 0067  
PARCEL LOCATION: BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OH TR

**Mailing**

Name KEY TRUST COMPANY OF OH TR  
Mailing Address 34 N MAIN ST PO BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13417-18 PTS  
60-7-68,60-7-67  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .072  
Deed 1998-00602D010  
Tax District Name DAYTON CITY-DAYTON CSD

**Sales**

Date	Sale Price	Seller	Buyer
03-SEP-98	\$10,000		

**Values**

Assessed Values	100%	35%
Land	\$3,920	\$1,370
Improvements	\$0	\$0
CAUV	\$0	\$0
Total	\$3,920	\$1,370

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

11777-APC FEE	\$21.50
41000-M.C.D. MIAMI CONSERVANCY DIST	\$2.42
41001-MCD DAM SAFETY INITIATIVE FUND	\$0.88
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$119.80	\$119.80	\$84.31	\$0.00	\$72.34	\$0.00	\$156.65

Print

Close

PARID: R72 06007 0069  
PARCEL LOCATION: 1406 MAIN ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N.MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

**Legal**

Legal Description 13418 PT  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .022  
Deed 1977-00451A005  
Tax District Name DAYTON CITY-DAYTON CSD

**Values**

Assessed Values	100%	35%
Land	\$1,560	\$550
Improvements	\$16,320	\$5,710
CAUV	\$0	\$0
Total	\$17,880	\$6,260

**Current Year Rollback Summary**

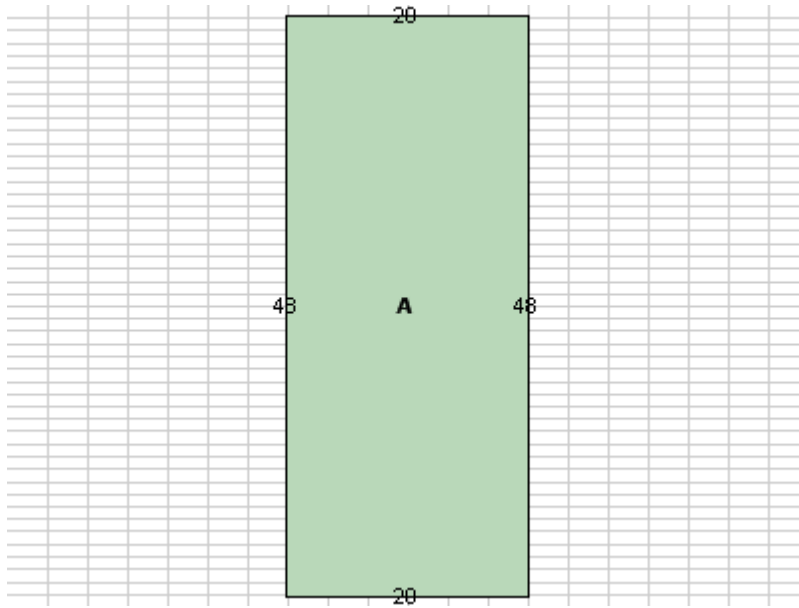
10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

11777-APC FEE	\$39.35
41000-M.C.D. MIAMI CONSERVANCY DIST	\$9.08
41001-MCD DAM SAFETY INITIATIVE FUND	\$3.28
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$297.32	\$297.32	\$345.89	\$0.00	\$301.07	\$0.00	\$646.96



**A** RESTAURANT, 960 Sq. Ft.

Print

Close

PARID: R72 06007 0070  
PARCEL LOCATION: 19 BOND ST

NBHD CODE: C8000000

**Owner**

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

**Mailing**

Name KEY TRUST CO OF OHIO NA TR  
Mailing Address 34 N MAIN ST P O BOX  
City, State, Zip DAYTON, OH 45401

**Legal**

Legal Description 13417-18 PTS  
60-7-71  
Land Use Description C - RESTURANT, CAFETERIA, AND/OR BAR  
Acres .0482  
Deed 1984-00031D012  
Tax District Name DAYTON CITY-DAYTON CSD

**Sales**

Date	Sale Price	Seller	Buyer
23-JAN-85	\$22,500		

**Values**

Assessed Values	100%	35%
Land	\$2,630	\$920
Improvements	\$940	\$330
CAUV	\$0	\$0
Total	\$3,570	\$1,250

**Current Year Rollback Summary**

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

**Current Year Special Assessments**

41000-M.C.D. MIAMI CONSERVANCY DIST	\$2.08
41001-MCD DAM SAFETY INITIATIVE FUND	\$0.76
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

**Tax Summary**

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$111.92	\$111.92	\$66.05	-\$1.30	\$56.20	\$0.00	\$120.95

Print

Close

PARID: R72 06008 0038  
PARCEL LOCATION: 20 MUMMA AVE E

NBHD CODE: C8000000

### Owner

Name  
KEY TRUST CO OF OHIO N A TRUSTEE

### Mailing

Name KEY TRUST CO OF OH N A TR  
Mailing Address 34 N MAIN ST P O BOX 1809  
City, State, Zip DAYTON, OH 45401 1809

### Legal

Legal Description 19611-2 PT  
60-8-39  
Land Use Description C - COMMERCIAL VACANT LAND  
Acres .1489  
Deed 1986-00020C008  
Tax District Name DAYTON CITY-DAYTON CSD

### Sales

Date	Sale Price	Seller	Buyer
15-NOV-85	\$12,000		
14-JAN-86	\$18,000		

### Values

Assessed Values	100%	35%
Land	\$5,680	\$1,990
Improvements	\$2,600	\$910
CAUV	\$0	\$0
Total	\$8,280	\$2,900

### Current Year Rollback Summary

10% Rollback	\$0.00
2.5% Rollback	\$0.00
Homestead	\$0.00
City of Dayton Credit	\$0.00

### Current Year Special Assessments

11777-APC FEE	\$43.00
41000-M.C.D. MIAMI CONSERVANCY DIST	\$5.04
41001-MCD DAM SAFETY INITIATIVE FUND	\$1.82
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.00

### Tax Summary

Year	Prior Year	Prior Year Pymts	1st Half Due 2/19/2010	1st Half Payments	2nd Half Due 7/16/2010	2nd Half Payments	Total Currently Due
2009	-\$259.70	\$259.70	\$175.70	\$0.00	\$151.87	\$0.00	\$327.57

## ***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.

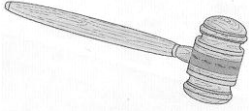
**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express 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



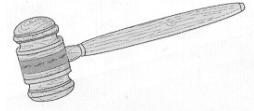


# SHERIDAN

**& 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:** 1400 N. MAIN STREET  
DAYTON, OH 45405

**Auction Date:** JUNE 23, 2010 AT 4:00 PM  
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



**CONFIRMATION OF SALE**

THIS MEMORANDUM OF SALE AND AGREEMENT, made and entered into at (City) DAYTON Ohio, this 23 day of JUNE, 2010, by and between (Seller): KEY TRUST CO OF OHIO N A, 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: 1400 N. MAIN STREET, DAYTON, OH 45405 CONSISTING OF 13 PARCELS: R72 06007 0002; R72 06007 0003; R72 06007 0005; R72 06007 0006; R72 06007 0007; R72 06007 0008; R72 06007 0009; R72 06007 0056; R72 06007 0065; R72 06007 0067; R72 06007 0069; R72 06007 0070; and R72 06008 0038, 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 \$ \_\_\_\_\_ (THIS AMOUNT IS EXCLUSIVE OF THE 10% BUYER'S PREMIUM).

NOW THEREFORE, it is agreed as follows:

That Purchaser agrees to pay the sum of \_\_\_\_\_ (THIS AMOUNT IS INCLUSIVE OF THE 10% BUYER'S PREMIUM), 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.

1. Upon presentation of this offer, Purchaser has delivered to SHERIDAN & ASSOCIATES, AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC, the sum of \$10,000.00 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.
2. 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.
3. Purchaser acknowledges, where required by law, Purchaser has received a Lead-based Paint Hazard Disclosure N/A and a Residential Property Disclosure Form N/A (initial where appropriate to acknowledge receipt).
4. Taxes and Assessments to be pro-rated to date of delivery of deed (short proration) unless otherwise specified in this paragraph.
5. The Seller agrees to maintain existing fire and windstorm insurance covering buildings on said premises until delivery of deed.
6. The Seller agrees to execute and deliver a good and sufficient \_\_\_\_\_ deed with release of dower on or before JULY 30, 2010.
7. The Seller agrees to give possession of said property on DATE OF CLOSING.
8. 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 23 day of JUNE, 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