

# MEMORANDUM OF On-Line AUCTION SALE

You have purchased real estate through an On-Line Auction proceeding. This memorialization will outline the terms of your agreement to purchase.

## **SECTION ONE-SALE**

You have agreed to purchase the real property located in Anna, Ohio known as Shelby County Parcel #'s 50-0414200.002, 50-0413100.001, and 50-0414200.010 to contain a total of 83.447 acres MOL per Shelby County Auditor.

The real property was offered "AS IS" without warranties or representations; you relied solely upon your examination of available documents with reference to condition, value, character, and size per the posted terms.

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

Your accepted bid was \$ \_\_\_\_\_ plus a 5% buyer's premium of \$ \_\_\_\_\_ for a total contract price of (\$ \_\_\_\_\_).

**The total contract price plus applicable closing and transfer fees shall be due in Certified Funds at closing to be held no later than March 21st, 2022 at Lawyers Title Agency Sidney, Ohio**

**SECTION THREE – POSSESSION-** Possession shall be granted at closing.

## **SECTION FOUR – REAL ESTATE TAXES-TRANSFER FEES-DEED STAMPS**

All real estate taxes and assessments, if any, shall be pro-rated to date of closing using the long proration method customary in Shelby County, State of Ohio. Any CAUV recoupment due to change of current use shall be the responsibility of the purchaser. Any and all closing fees, transfer tax, deed stamps etc. shall be the responsibility of the purchaser.

## **SECTION FIVE – TITLE AND DEED**

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

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

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

## **SECTION SIX – DEPOSIT**

You have deposited with Lawyers Title Agency the sum of \$ **20,000.00**. Lawyers Title Agency shall deposit such amount in its trust account to be dispersed, subject to collection, as follows: (a) deposit shall be returned to purchaser at closing; or (b) if you fail or refuse to perform, this deposit will be forfeited and paid to the seller(s).

## **SECTION SEVEN – ENTIRE AGREEMENT**

The terms of the auction as set forth by the advertising or statements posted On-Line and memorialized herein are all the terms and conditions and constitute the entire contract between the purchaser and the seller(s). Any additional or changes thereto shall be in writing signed by both parties. Acknowledged by the parties on the 9<sup>th</sup> day of February 2022.

Seller(s):

\_\_\_\_\_  
Mark W. Becker Executor of the William K. Becker Estate

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

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

BUYER:

\_\_\_\_\_

PHONE \_\_\_\_\_

JUSTIN VONDENHUEVEL CAI:

Gay Smith Associates Realty

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