

ByceRealty CONTRACT TO PURCHASE AT ONLINE AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser, herein referred to as the "Buyer(s)" agrees to purchase from the undersigned owner (seller) through *Byce Realty*, (Auctioneer/Broker), the following described real estate in Ashtabula County **OH and known as** 65-003-10-013-00; 65-003-10-012-00; 65-003-10-051-00; 65-013-40-036-00; 67-016-10-020-00; 67-009-10-029-00
2. **PRICE AND TERMS:** Purchaser agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Contract Price of \$** _____ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment of **\$ 10,000** to apply toward the Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason other than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before 60 days from the date of this contract. If such date falls on a weekend or holiday, closing shall be the next business day.
4. **Buyers will close at title company indicated according to fee schedule provided in Addendum A.**
5. If buyer does not close on or before scheduled closing date, seller may, at seller's option, extend the closing date in consideration for a sum of \$100 per day after original closing date.
6. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
7. **BINDING OBLIGATION:** Purchaser is buying the property **As-Is, Where-Is and without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the property. **Time is of the essence and this is an irrevocable offer to purchase, with no contingencies.** In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
8. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Sellers's knowledge: (a) there are no known undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except assessments per public record (c) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except _____ Inspections regarding habitability and use of the Real Estate are the responsibility of the Purchaser. All Inspections were to be completed prior to Auction. **PURCHASER(S) ARE RELYING SOLELY UPON THEIR EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER or REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
9. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEER/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
10. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by legal deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): _____
Buyer(s) agree to costs presented at auction and agree to close at title company indicated at auction and on attached Addendum A.
11. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. Any fuel will be conveyed less normal depletion. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser.

While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.

12. **DISCLOSURE:** ☐ Buyer ☐ Seller - is a licensed Real Estate Broker or Sales Person.
13. **POSSESSION:** Possession shall be given at **legal recording**, subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
14. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement and Consumer Guide To Agency.
15. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
16. **TERMS: The property was sold: RESERVE:** Subject to confirmation of Trustee. Deposit must be made at time of as down payment by company, by ACH wire transfer. This non-refundable down payment will be applied to the contract purchase price at closing and will be held in the trust account of broker, or Title Company as agreed as escrow agents for the sellers. Credit card deposits, if accepted, will be charged actual credit card fees from the deposit by the credit card provider of up to 3.5%. Buyers allow Broker to act as trust agent for this purpose and agree to pay any processing fee as disclosed in association with credit card deposits.
17. A 10% percent Buyer Premium will be added to the high bid amount to determine the final contract-selling price paid by the purchaser.
18. Taxes will be prorated to date of closing and paid by the seller, calculated using latest available tax duplicate information.
19. This property is being sold at Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information obtained was obtained by public sources deemed reliable. However, neither the Broker nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auction Firm reserves the right to bid on behalf of the sellers. The seller and Auction Company reserve the right to preclude any person from bidding who did not meet registration requirements or if there are any questions as to the person's mental stability. Auctioneer may use reverse bidding to establish high bid price.
20. Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure Statement must be signed by the high bidder.
21. Seller is responsible for real estate tax prorata, mortgage releases and guarantees the title to be marketable and free and clear of all liens. **The buyer and seller, split 50/50, the survey cost, if a survey is required for a transfer. *Buyer is responsible for all other costs associated with closing and as stated in statement of title covered on auction day and the associated fees outlined in Addendum A.**
22. By bidding, the buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.
23. Real Estate is sold through ByceAuction & Realty who is the agent of the SELLER and in no way represents the fiduciary interest of the BUYER(S).
24. **OTHER:** It is disclosed that taking title to these properties require membership in Roaming Shores association and that membership and other dues are assessed. Water and sewer charges are also assessed on properties. Buyers are guaranteed that all taxes, dues and water and sewer charged will be prorated and paid to date of closing. It is the bidder's responsibility to determine if the property is sold subject to delinquent utilities, demolition orders or other matters of public record that may adversely affect its value. Any inspections must be done prior to Auction. All information contained herein was derived from public sources. Information is believed to be accurate, but not guaranteed. Contract contingent upon Seller being able to provide clear title at closing.
25. **EXPIRATION AND APPROVAL:** this offer is open for acceptance 7 days after the date of auction closing and will not be withdrawn by the Buyer until after such time.
27. Make Deed to: (print) _____/Survivorship: _____ (in name of buyer unless otherwise noted)
28. **Electronic Signatures & Endorsements:** Contracts & legal documents may be signed "electronically" and signature pages may be signed separately and individually by parties, including facsimile or email transmission including addendums. Instructions to Broker may also be made via email with documentation of same retained by Broker in file

The Purchaser has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy or has signed and been provided a duplicate copy.

Print

Sign

Date

PURCHASER: _____
PURCHASER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

28. **ACTION BY OWNER:** The undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, Owner acknowledges that Agency Disclosure Statement has been signed.

29. **SELLING FEES AND EXPENSES:** Seller is to pay an auction selling fee and reimburse agreed expenses as per the Auction Contract.

Print

Sign

Date

SELLER: _____
SELLER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

30. **RECEIPT BY Byce Realty:** DATE: _____ I hereby acknowledge receipt of

\$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____

made payable to _____ (escrow account as indicated in terms and conditions) as non/refundable deposit.

☐ other _____ in accordance with terms herein provided.

RECEIPT PROVIDED BY _____

_____ \$ _____ X _____ % _____

CO-OP REAL ESTATE /BROKER FIRM

CO-OP AGENT / BROKER

PHONE _____

ByceAUCTION, LTD dba ByceREALTY

755 Wick Ave.

Youngstown, Ohio 44505

330.747.7000

877.Bid.Last (877.243.5278) fax 330.747.7004

info@byceauction.com byceauction.com



CONSUMER GUIDE TO AGENCY RELATIONSHIPS Byce Realty, Expires 12/31/2020

We are pleased you have selected Byce Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate Byce Realty 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:

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the 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. Also, in rare circumstances, a listing broker may offer "sub-agency" to other brokerages which would represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually want to be represented in the transaction, and choose to work with a real estate agent. 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent. **Representing Both the Buyer & Seller:** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties. **Working With Byce Realty** Byce Realty does offer representation to both buyers and sellers. Therefore, the potential exists for an agent to represent a buyer who wishes to purchase property listed with a different agent within our company.. If this occurs, each agent will represent their own client, but Byce Realty and its managers will act as a dual agent. This would mean the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Byce Realty will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information. In the event that both the buyer and seller are represented by the same agent, the agent and Byce Realty will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contracts. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.. If Byce Realty is not compensated by the listing broker or the seller, its compensation will be paid by the buyer, pursuant to a written agreement with the buyer. If dual agency occurs, you will be asked for your consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent from our company be assigned to represent you or you may seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties Byce Realty has listed. In that instance, Byce Realty 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:** When Byce Realty lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Byce Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. However, as a seller, you should understand that even if Byce Realty shares a fee with a brokerage representing the buyer it does not mean that you will be represented by the buyers brokerage. Byce Realty will represent your best interests as the buyers brokerage will represent the buyer. When acting as a buyer's agent, Byce Realty 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.

Representation of Multiple Clients: Byce Realty, and its licensee acting as Buyers Agents, may show the same property to more than one represented Buyer. If more than one represented Buyer Client desires to purchase the same property, the individual licensee showing the property to Buyer Clients will act as the Designated Agent of each Buyer Client. In this situation, Byce Realty and its individual licensees shall take no action that would be detrimental to the other Buyers Clients and will maintain each Buyer Client's confidentiality. In the event that Byce Realty is the listing company, a dual agency is also created. 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 brokerage.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. . 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. **Your signature will not obligate you to work with our company if you do not choose to do so.**

Name (Please Print)

Name (Please Print)

Signature

Date

Signature

Date



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) _____ with Byce Realty 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) XXXX seller in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____
BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____
SELLER/LANDLORD _____ DATE _____

TITLE PROFESSIONALS, INC.
Todd A. Brainard, President
295 Harmon NW - Warren, Ohio 44483
45 Manor Hill Drive, Suite 500 Canfield, Ohio 44406
Telephone (330) 392-7780 or (330) 286-4191
Fax (330) 392-5827
Email titleprof@titleprof.com

THESE FEES ARE EFFECTIVE 01/01/16 AND ARE SUBJECT TO REVISION
FOR STANDARD RESIDENTIAL CASH SALES – Addendum A.

Title Costs— The following costs do not reflect any Bank financing requirement which may increase costs.

Seller: All Real Estate taxes due and owing to date of closing
Proration of real estate taxes

Title Search:	\$300.00
Title Commitment Binder:	\$100.00
Title Guarantee Premium:	\$3.50 per thousand Minimum premium \$105.00
Prepare Deed to Attorney Kearney	\$100.00
Filing/Deed Approval Fee	\$50.00
Settlement Closing Fees Estimate:	\$100.00

Buyer:	Conveyance Fee:	\$4.00 per thousand \$.50 per parcel
	Recording of Deed for first 2 pages: (\$8 per additional page)	\$28.00
	Settlement Closing Fees Estimate:	\$300.00

** Parties may be subject to additional fees *if required* to complete the transaction such as wire fees: \$25.00 each, overnight fees \$25.00 each, Special Tax for Water, Sewer, and HOA transactions \$50.00 to \$75.00 and other County or Fees as required or requested.

Note: If Buyer is financing and the lender will title insurance or the buyer requires title insurance, the buyer will pay the difference between a title guarantee and title insurance policy plus any additional lender requirements. Please call for a more accurate estimate.

If any rental pro-ration and deposits are to be transferred it will be done so at the closing so that it may be figured exactly as to the date of property transfer.

THIS IS ONLY AN ESTIMATION OF FEES WHICH CERTAIN FEES WILL NEED CALCULATED
BASED ON SALES PRICE.

Buyer Initial _____

Seller Initial _____

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address:

413 Glenview pr. Ashtabula city
Parcel ID #: 65002300500

Owner's Name(s):

e A/E Parnassus Italy Trust
John E. Turkovich Trust 0650031005100
* Parcel numbers: 65001600200, 2900, 6500134003600,
650031001200/300, 65002300500

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Established in 1910



O H I O

ASSOCIATION

OF REALTORS

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☐ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- ☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- ☒ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- ☐ (4) A transfer of new construction that has never been lived in;
- ☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- ☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- ☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: John E. Turkovich Trust Date: 2-15-2019

Owner: John E. Turkovich Trust Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.