



AUCTION PURCHASE AGREEMENT

Ohio

The undersigned (Purchaser) hereby offers to purchase the following property to-wit: Property known as _____ State of _____ legally described as _____ at a price of \$ _____ And upon the following terms and conditions, to wit:

\$ _____ herewith deposited to apply on the purchase price
\$ _____ additional cash to be paid at closing
\$ _____ total purchase price

The purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser being the highest bidder at an auction conducted by Key Realty, Realtors Auction Division, and that the total purchase price set forth above is, by agreement and as disclosed prior to commencement of the auction, _____ percent (10 %) higher than the amount actually bid by Purchaser to reflect a Buyer's premium for the property. Purchaser acknowledges that the payment of the buyer's premium does not constitute Key Realty, Realtors Auction Division as the agent of the Purchaser. It is being recognized by Purchaser that Key Realty, Realtors Auction Division are solely the agents of the Seller.

The Property includes the land and all appurtenant rights, privileges and easements, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, rotor control units, built-in electronics wiring, smoke alarms, security systems, garage door openers and controls, attached carpeting, and any of the items that are checked below: [] TV reception systems; fireplace; [] tools [] screens [] glass doors [] grates [] andirons; and all existing window treatments. EXCEPT these window treatments:

Also INCLUDED:
NOT included:

Seller will deliver to Purchaser an appropriate general warranty deed (or fiduciary deed if applicable) at closing, and prior to closing and as evidence of title Seller shall furnish to Purchaser a guaranteed certificate of title prepared by a responsible title company showing good and merchantable title of record in Seller free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances and zoning regulations, taxes and delinquent assessments and mortgages or other liens to be liquidated at closing. Any additional title expenses required by Purchaser shall be paid for by Purchaser.

1. Delinquent taxes, delinquent assessments and delinquent homeowner association fees and charges, if any, are to be paid by Seller and the current taxes and Assessments, if any, are to be paid by Seller and the current taxes and charges and condominium fees, homeowner association fees and charges and rentals, if any, are to be prorated to the date of closing in accordance with the custom of the county in which the property is located. Agricultural tax recoupment, if any, shall be paid by Seller. Seller shall pay conveyance fees and all recording costs for the release of any lien, mortgage or other encumbrance. If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to delivery of the warranty deed, Purchaser shall have the option (a) to complete said purchase and to receive the proceeds of any insurance payable in connection therewith; or (b) terminate this agreement and recover all deposits made hereunder. Notice of either election shall be given by the Purchaser to the Seller and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction. Purchaser and Seller acknowledge and agree that this Agreement is not contingent upon Purchaser's ability to obtain financing; however, Purchaser may, at Purchaser's option, obtain financing from a financial institution of Purchaser's choice. Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property "as is". Purchaser expressly acknowledges that neither Seller, Key Realty, nor Key Realty Auction Division, have made any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability to the property, except for the disclosure by Seller required by Section 5302.30 of the Ohio Revised Code. Possession to be given: () subject to the rights of tenants (rents to be prorated as of closing date; () at closing; (x) _____ days (rent free) after date of closing. Seller shall maintain the property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as 14. refrigerators, stoves, garbage disposals, etc.), in its present Condition pending closing and transfer of possession, normal and reasonable wear excepted. Seller shall be responsible for maintaining fire and extended coverage insurance on the property.

2. Seller and Purchaser acknowledge that unless otherwise provided in the Agreement, the deposit set forth herein shall be deposited in Key Realty's non-interest bearing trust account and then in the event Purchaser shall default in the payment of any sums due hereunder or fail to close the purchase of the Property without remedy available to Seller or at Seller's option, all amounts remitted and available to Seller or at Seller's option, shall be retained by Seller as liquidated damages for Seller's removal of the Property from the market and upon proof of loss and upon Seller's exercise of such option to retain such amounts, all further liability to the parties hereto shall terminate. It is understood between Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto. Time is of an essence and closing is to be held within 30 days of the date hereof at Toledo, Ohio or such location as the parties may agree. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.

3. Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property "as is". Purchaser expressly acknowledges that neither Seller, Key Realty, nor Key Realty Auction Division, have made any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability to the property, except for the disclosure by Seller required by Section 5302.30 of the Ohio Revised Code. Possession to be given: () subject to the rights of tenants (rents to be prorated as of closing date; () at closing; (x) _____ days (rent free) after date of closing. Seller shall maintain the property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as 14. refrigerators, stoves, garbage disposals, etc.), in its present Condition pending closing and transfer of possession, normal and reasonable wear excepted. Seller shall be responsible for maintaining fire and extended coverage insurance on the property.

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Purchaser
Address _____
Telephone _____
Attorney _____
Accepted on the aforesaid date and transfer agreed to be made on the above terms
Seller
Address _____
Telephone _____
Attorney _____
By _____
Received deposit with offer \$ _____
By _____
Received deposit with acceptance \$ _____
Cash Check Other
By _____
Cash Check Other
Received deposit with acceptance \$ _____
WB RECOMMEND PURCHASER RETAIN A COMPETENT ATTORNEY TO EXAMINE THE EVIDENCE OF TITLE.

Auctioneer is licensed by the Ohio Department of Agriculture Division of Licensing and is bonded in favor of the State of Ohio

Cooperating Listing Broker (if any) _____

Deed to be drawn in the name of _____