



OHIO 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 the date by The Danberry Co., 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 (_____ %) 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 The Danberry Co., Realtors Auction Division as the agent of the Purchaser. It is being recognized by Purchaser that The Danberry Co., Realtors Auction Division are solely the agents of the Seller.

The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, 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: [] ranges and ovens [] dishwashers [] gas grills [] refrigerators [] water softeners [] [] window air conditioners [] satellite [] TV reception systems; fireplace: [] tools [] screens [] glass doors [] grates [] andirons; and all existing window treatments. EXCEPT these window treatments: _____ Also INCLUDED: _____ NOT included: _____

1. 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 the 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.

9. Any additional title expenses required by Purchaser shall be paid for by Purchaser.

2. Delinquent taxes, delinquent assessments and delinquent homeowners association fees and charges, if any, are to be paid by Seller and the current taxes and Assessments, condominium fees, homeowners association fees and charges and rents, 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.

10. Agricultural tax recapture, 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.

3. 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 mine hereunder. Notice of either election shall be given by the Purchaser and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction.

4. 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.

5. Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property "as is". Purchaser expressly acknowledges that neither Seller, The Danberry Co., nor Danberry 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.

6. Possession to be given: () subject to the rights of tenants (rents to be prorated as of closing date); () at closing; () _____ days (rent free) after date of closing.

7. Seller shall maintain the property, including improvements, lawn, shrubs, trees, plumbing fixtures, electrical wiring, furnaces, and other mechanical equipment (including major appliances such as 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 until closing. Seller shall pay for Auctioneer is licensed by the Ohio Department of Agriculture Division of Licensing and is bonded in favor of the State of Ohio

- 13. Seller and Purchaser acknowledge that unless otherwise provided in the Agreement, the deposit set forth herein shall be deposited in The Danberry Co.'s non-interest bearing trust account and then in the event of a default by either party, such deposit shall continue to be held in The Danberry Co.'s trust account until the earlier of: (a) mutual agreement and direction of the Seller and Purchaser; (b) disposition has been ordered by a final court order; (c) The Danberry Co. deposits said amount with a court pursuant to applicable court provisions of Chapter 4735 of the Ohio Revised Code and the regulations thereunder. Auctioneer is Seller's agent. Additional Terms: _____
- 14. _____
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Cooperating Listing Broker (if any) _____ Deed to be drawn in the name of: _____ Rec'd deposit with offer \$ _____ Cash _____ Check _____ Other _____ By _____ Rec'd deposit with acceptance \$ _____ Cash _____ Check _____ Other _____ By _____ WE RECOMMEND PURCHASER RETAIN A COMPETENT ATTORNEY TO EXAMINE THE EVIDENCE OF TITLE.