

EXAMPLE, Ohio, _____

The undersigned PURCHASER offers and agrees to purchase the following described real property located in Tuscarawas Other _____
County, said property being known as (include mailing address) _____

Lot No. (s) _____ Tax Parcel No.(s) _____ upon the following terms and conditions:

1. This property is to be conveyed in its present physical condition, but subject to all zoning laws and ordinances, and all easements, conditions and restrictions appearing of record, for which the PURCHASERS agree to pay the

PURCHASE PRICE OF Bid + Buyers Premium \$ SALES Price
Deposit with this agreement CASH CHECK # _____ \$ Deposit = Non Refundable
Balance of payment or cash payment on a cash sale.....\$ BALANCE

2. PURCHASER shall use his best efforts to obtain a loan commitment for the amount to be financed. If PURCHASER has failed to obtain a loan commitment, this agreement, at SELLER'S written election, shall be deemed null and void and all monies in trust shall be returned to SELLER without further liability by, between and among SELLER and PURCHASER.
3. This agreement is contingent upon _____

4. This offer upon acceptance shall become binding upon and accrue to the benefit of the PURCHASER and the SELLER and their respective heirs, executors and assigns. If this offer is not accepted by the SELLER, all monies paid, upon demand of the PURCHASER, shall be returned to the PURCHASER.
5. The SELLER shall furnish an Owner's Policy of Title Insurance in the amount of the purchase price, the cost of the premium and commitment shall be divided equally between SELLER and PURCHASER. The SELLER shall select the attorney, law firm or title insurance company to issue said policy. The SELLER shall bear the cost of the title search. Title to property will be good and marketable in fee simple, and shall be in accordance with the standards of the Ohio State Bar Association. The PURCHASER shall pay any cost incurred in the issuance of a Title Insurance Loan Policy for the PURCHASER'S lender. PURCHASER and SELLER agree to each pay one half of the closing fee, on a non-financed cash sale.
6. The SELLER shall pay the auditor's conveyance tax or provide a statement for the exemption therefrom. The SELLER shall pay all taxes and assessments, prorated to date of closing, both general and special, based on the current tax duplicate, and all agricultural use tax recoupments, if any, as estimated by the County Auditor. Rents (if any) shall be prorated to the day of closing. All security deposits and leaves shall be assigned to PURCHASER at closing. The PURCHASER shall pay the cost of recording the deed and the cost of a location survey, if desired by the PURCHASER, or if required by the PURCHASER'S lender. In the event SELLER'S loan is assumed by PURCHASER, the taxes, rents, hazard insurance, interest, and mortgage insurance, if any, are to be prorated between the SELLER and PURCHASER as to the date of closing. Any deficit in any escrow account shall be paid by SELLER and any overage in such account shall be paid by PURCHASER to SELLER.
7. SELLER shall convey the property by good and sufficient Warranty Deed Survivorship Deed. Names as they are to appear on the deed are as follows:
(please print) _____

8. CLOSING shall be on or before _____
9. POSSESSION shall be given to the undersigned PURCHASER on or before _____, but subject to the legal rights of the present tenants. The SELLER shall pay all utility charges to the last date of possession of said property by the SELLER.

~~10. The residential structure(s), garage(s), and/or commercial structure(s) passing under this contract shall be inspected for wood destroying insects at SELLER'S cost. If active infestation is found, the cost of treatment shall be paid by SELLER.~~ Sells "AS IS"

11. The property passing under this agreement shall include the following now on the premises, if not specifically excepted, in their present condition: all buildings and fixtures including all electrical, heating, plumbing and bathroom fixtures, all window and door shades, curtain rods, blinds, awnings, screens, storm sashes, all landscaping, built-in appliances, attached wall-to-wall carpeting, garage door openers and controls, radio and television antennas (including satellite television reception systems) and their components, ceiling fans, water conditioning equipment (unless leased), balance of fuel on the premises, woodburning stoves and woodburning inserts, any other item normally considered to be a fixture and the following items: _____

12. If improvements on the subject property shall be destroyed or substantially damaged by fire, windstorm, or other casualty prior to passing of title, the undersigned PURCHASER shall have the option (a) terminate this agreement and recover all deposits made hereunder, or (b) complete the purchase and all proceeds from insurance due the SELLER shall be paid over to the PURCHASER.

13. If the PURCHASER fails for any reason to perform on this contract at the time and in accordance with the terms and conditions set forth and contained herein, the PURCHASER shall be liable to the SELLER (in addition to SELLER'S remedy of specific performance) for all expenses incurred by the SELLER for all title and escrow expenses, real estate commission and for such other damages which may accrue to the SELLER as a result of a breach of contract, and the forfeited earnest money will be applied on said damages.

14. The property is being purchased in its present physical condition "AS-IS", after examination and inspection by Purchaser with no express or implied representation or warranties by the SELLER as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose. Purchaser further acknowledges that Purchaser is relying solely upon such examination and inspection with reference to condition, value, character and dimensions of the property, improvements, component systems and fixtures, and fitness for any particular purpose. Purchaser acknowledges that neither Seller nor Seller's Agent(s) have made any representations or warranties upon which Purchaser has been induced to rely; rather, Seller and Seller's Agent(s) have encouraged Purchaser to conduct a thorough and independent inspection of premises. PURCHASER has conducted, to PURCHASER'S satisfaction, any inspections desired by the PURCHASER and hereby waives any further inspections other than those inspection rights reserved by the PURCHASER herein. PURCHASER agrees to indemnify and save harmless the Seller and Seller's Agent(s) from any claims arising from condition, value, character, dimensions of the property, improvements, component systems, and fixtures with regard to this property.

Purchaser has read and understands the above "AS-IS" clause. Initials _____, Date _____, Initials _____, Date _____

15. It is understood that this contract contains all the terms and conditions agreed upon by the parties, and there are no outside conditions, representations, warranties or agreements. Each party hereby acknowledges receipt of copy of this contract, Facsimile (fax) signatures constitute a valid signing by the parties. All terms and conditions of this contract shall survive the closing.

Tax Mailing Address : _____

Agency Disclosure form attached Yes No
I/We hereby acknowledge receipt of a residential property disclosure form prior to the signing of this Purchase Agreement.

The undersigned as owners and Sellers of the property herein described accept the above offer and agree to the terms thereof. We also agree to pay a fee of _____ to _____

Initials _____ Initials _____
PURCHASERS **DATE**
Signature _____ SS# _____
Signature _____ SS# _____
Address _____ Phone # _____

SELLERS **DATE**
Signature _____ SS# _____
Signature _____ SS# _____
Address _____ Phone # _____

DEPOSIT RECEIPT
We hereby acknowledge receipt of a deposit of \$ _____ which, together with any additional cash payments made by the Purchasers before the delivery of deed, is to be delivered to and held in trust for the Sellers by **MCINTURF REALTY, INC.** until closing of this transaction according to the terms of the foregoing agreement.
DON R. WALLICK AUCTIONS, INC.
Selling Realtor
Ryan Wallick 330 340-7963 Received by _____ Time _____
Selling Agent Phone #