

Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com
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THE TUSCARAWAS COUNTY TITLE COMPANY

203 Fair Avenue N.E. - P. O. Box 548
New Philadelphia OH 44663
Phone: (330) 364-4450 Fax: (330) 343-2976
Email: tusctitle@tusctitle.net

TAX AND LEGAL REPORT

DATE: March 19, 2010

REQUESTED BY: Don Wallick Wallick Auctions

PROPERTY ADDRESS: 4726 Navarre Rd., S.W. Canton Ohio

PRESENT OWNER: Charles Harlend Hardesty

VOLUME: 2900

PAGE: 736

TRANSFER: November 7, 1962

PARCEL NO: 43-00751.000

=====

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2008 TAX DUPLICATE IN THE NAME OF

Charles Harlend Hardesty

PARCEL NO.: 43-00751.000

DESC. 24 .58A PNE

VALUATIONS:

LAND: 43300
BUILDING: 15160
TOTAL: 61000
AUV:

TAXES:

GENERAL TAXES: \$ 785.51
TAX REDUCTION: \$ - 196.32
10% ROLLBACK: \$ - 58.92
2 1/2% REDUCTION \$ - 14.73
HOMESTEAD CREDIT \$
TOTAL PER 1/2 YEAR \$ 515.54
UNPAID REAL \$
CURRENT SA: \$ 6.00
PENALTY: \$
PRIOR DEL: \$
TOTAL DUE: \$ 1748.22

Special Assessments: MWCD

Taxes for the first half year 2009 are delinquent in the amount of \$1748.22.

Taxes for the second half year 2009 are determined but not yet due.

BY: Jessica Murphy

PRIOR FILE NO.

This information, including any lot dimensions shown, is derived solely from public records and the internet. While the information is usually reliable, it cannot be guaranteed without a full title examination and a current survey to verify its accuracy.

Stark County, Ohio Auditor's office: Kim R. Perez
 Parcel #: 4300751

2-1300

GENERAL PARCEL INFORMATION

Owner: HARDESTY CHARLES H
 Property Address: 4726 NAVARRE RD SW, CANTON, OH 44706-2339
 Mailing Address: 4726 NAVARRE RD SW
 CANTON OH 44706
 Legal Description: 24.58A PNE
 Number Of Cards: 1
 DTE Classification: 510 - Residential, 1-Family Dwelling
 Property Class: RESIDENTIAL
 Tax District: 43 PERRY TOWNSHIP-PERRY LSD
 School District: 7614 PERRY LSD
 Neighborhood: 043-03-05-01
 Map/Block: 024NE702

LAND

Code	Acreage	Frontage	Depth	Sq Ft	Method	Rate	Adj %	Value
001 - HOUSE LOT	119	156	20350	FF	FF	180		\$17,890
070 - ROAD WAY	113	30	390	FF	FF	0		\$0

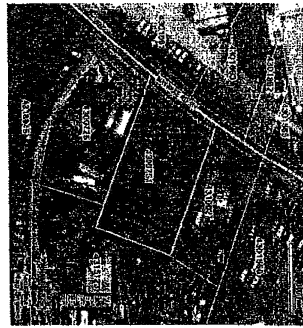
SALES

RECENT SALE

Date	Prior Owner	Stated Value	Taxable Value	No. Parcels
		\$0	\$0	

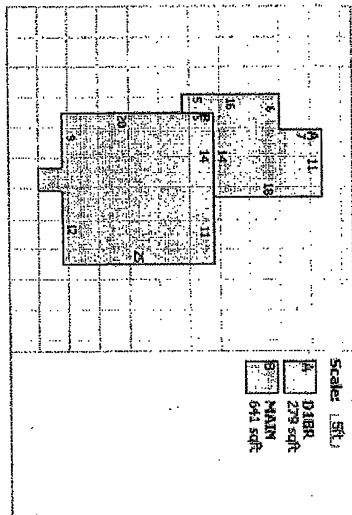
VALUATION

Year	Land Value	35% Land	Building Value	35% Building	Total Value	35% Total
2010	\$17,700	\$6,200	\$43,300	\$15,160	\$61,000	\$21,360
2009	\$17,700	\$6,200	\$43,300	\$15,160	\$61,000	\$21,360
2006	\$17,700	\$6,200	\$45,000	\$15,750	\$62,700	\$21,950

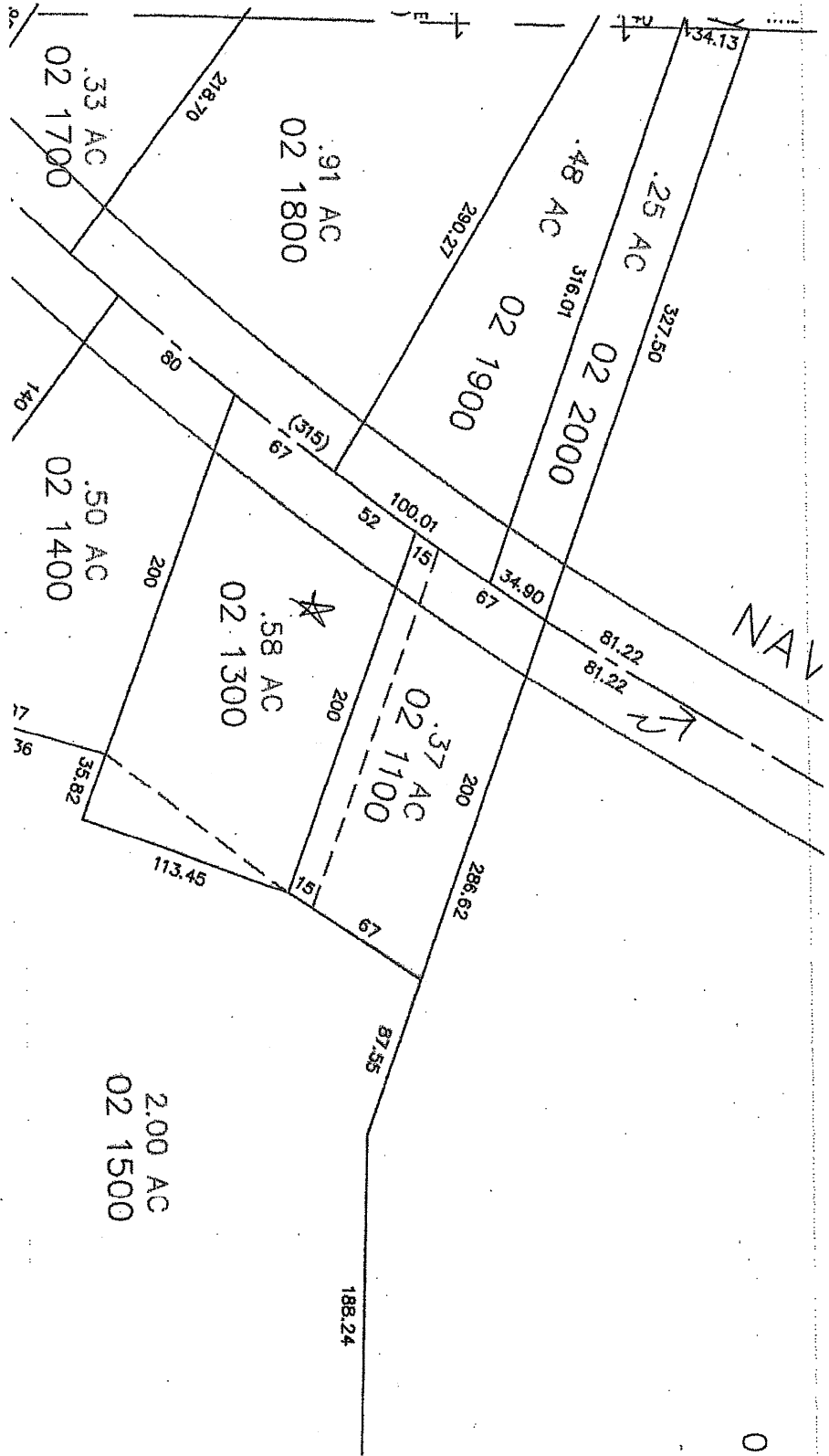


RESIDENTIAL		10 - Single Family		YES	
Bldg Type	Year Built	1946	Basement/Flag	No. Fireplaces	NO
No. Stories	Condition	ONE STORY	Family Room	Priority/Value	\$40,949
Sq. Ft.	Quality Grade	AVERAGE			
	Const. Type	641			
	Basement Fin. Quality	100 %			
	Arnt. Basement Finished	B R I C K			
	Heat Type	N/A			
	Central Air	OIL			
	Bedrooms	NO			
	Full Baths	NO			
	Half Baths	2			

IMPROVEMENTS		Sq. Ft.	
Name	Description	641	
MAIN	SNGL. FAM	279	
D1BR	DECK - 1 SW/BRCK		



SECONDARY RESIDENTIAL								
Type	Walls	No. Stories	Const. Type	Dimensions	Sq. Ft.	Year	Grade	Value
0140 - Garage	0	ONE STORY	F R A M E	28x20	620	1947	80	\$2,283



Know all Men by these Presents

That we, Glenn H. Rudolph and Marjorie A. Rudolph, husband and wife,
the Grantors,
who claim title by or through instrument, recorded in Volume 2486, Page 685,
County Recorder's Office, for the consideration of One Dollar and other good
and valuable consideration *RECEIVED (\$ 1.00)*
received to our full satisfaction of

Charles Hazland Hardesty

whose TAX MAILING ADDRESS will be 4726 Navarre Road S. W.,
Canton, Ohio *the Grantee*

Our Grant, Waiver, Sell and Convey unto the said Grantee, his
heirs and assigns, the following described premises, situated in the Township of
Perry and Stark
County of Stark and State of Ohio:

TRACT NO. 1:
Known as and being a part of the Northeast Quarter of Section 24, Town-
ship 10, Range 9, beginning for the same at the end of the three fol-
lowing courses and distances; first, commencing at the Northwest corner
of said Quarter; thence South on the West line of said Quarter 823.02
feet to a point; thence South 68° 30' East about 328.5 feet to the
center of the Canton-Navarre Road; thence South 35° 51' West 67 feet
to a point in the center of said Road; thence South 38° 2' West 67 ft.
to a point in the center of said Road; thence South 39° 42' West 67 ft.
to a point in the center of said Road; thence South 68° 30' East 200
feet; thence North 39° 42' East 67 feet to a point; thence North 38° 2'
East 67 feet to a point; thence North 68° 30' West 200 feet to the true
place of beginning, and containing .60 of an acre, more or less, ex-
cepting therefrom the following described premises:
Beginning at the Northwest corner of said Quarter Section; thence South
along the West line of said Quarter Section a distance of 823.02 feet
to the Southwest corner of land of Joseph Soehrlen the deed of which
is recorded in Volume 723, Page 138 of the Stark County Deed Records;
thence South 68° 30' East along the South line of said Soehrlen tract
a distance of 327.5 feet to a point in the center of the Canton-Navarre
Road; thence South 35° 51' West a distance of 67 feet to a point in the
center of said Road and the true place of beginning of the tract hereby
described; thence South 68° 30' East a distance of 200 feet to an iron
pin; thence South 38° 2' West a distance of 15 feet to an iron pin;
thence North 68° 30' West a distance of 200 feet to a point in the
center of said Road; thence North 38° 2' East a distance of 15 feet to
the true place of beginning and containing 0.066 acre of land, leaving
0.534 acres.

TRACT NO. 2:
Beginning at the Northwest corner of said Quarter Section; thence South
along the West line of said Quarter Section a distance of 823.02 feet
to the Southwest corner of the land of Joseph Soehrlen the deed of which
is recorded in Volume 723, Page 138 of the Stark County Deed Records;
thence South 68° 30' East along the South line of said Soehrlen tract
a distance of 327.5 feet to a point in the center of the Canton-Navarre
Road; thence South 35° 51' West a distance of 67 feet to a point in the
center of said Road; thence South 38° 2' West a distance of 15 feet to
a point in the center of said Road; thence South 68° 30' East, a dis-
tance of 200 feet to an iron pin at the true place of beginning of the
tract hereby described; thence South 21° 30' West a distance of 113.45
feet to an iron pin; thence North 68° 30' West a distance of 35.82 ft.
to an iron pin; thence North 39° 42' East a distance of 67 feet to an
iron pin; thence North 38° 2' East a distance of 52 feet to the true
place of beginning and containing 0.05 acre of land.

Subject to an easement to Massillon Electric & Gas Company, recorded in
Volume 830, Page 181 of the Stark County, Ohio, Records.

be the same more or less, but subject to all legal highways.

3770

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, his heirs and assigns forever.

And we, Glenn H. Rudolph and Marjorie A. Rudolph the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the executing of these presents, we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes which are to be prorated between the parties hereto, as of the date hereof. Grantee assuming and agreeing to pay all taxes thereafter.



and that we, the said Grantors, do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all right and expectancy of every in the above described premises, all lawful claims and demands whatsoever except as noted above.

And for valuable consideration

do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all right and expectancy of every in the above described premises.

In Witness Whereof we have hereunto set our hands, the 6th day of November, in the year of our Lord one thousand nine hundred and Sixty-two.

Signed and acknowledged in presence of Glenn H. Rudolph and Marjorie A. Rudolph.

State of Ohio Before me, a Notary Public Stark County, ss. In and for said County and State, personally appeared the above named Glenn H. Rudolph and Marjorie A. Rudolph, husband and wife.

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Canton, Ohio, this 6th day of November, A. D. 1962.

This instrument prepared by George M. Davidson, Jr., Attorney at Law.

Deed checked for tract description only.

Notary Public Seal for George M. Davidson, Jr., Stark County, Ohio. Includes recording information: Entered for Transfer, State of Ohio, Stark County, Received for Record on the day of Nov 7 - 1962 at 2:17 o'clock P.M. and Recorded NOV 8 1962.

This instrument prepared by GEORGE M. DAVIDSON, JR. 707 First National Bank Building Canton 2, Ohio



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: 4726 HAVARDE Rd S.W Canton Oh.

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) Self Stephen L and real estate brokerage P&M 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) seller or buyer 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 _____

SELLER/LANDLORD Estate of Charles H. Hardwick DATE 2-18-10

Todd H. Bentzel, Adm.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

JH (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

JH (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Estate of Charles H. Handberg
Jedd H. Bentzel, Adm 2-18-10
Seller _____ Date _____ Seller _____ Date _____
Purchaser _____ Date _____ Purchaser _____ Date _____
Agent _____ Date _____ Agent _____ Date _____

Auction Conducted By:
Don R. Wallick Auctions, Inc.
Auctioneers: Don R. Wallick
Brennan R. Wallick
Ryan W. Wallick

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