

# Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com

Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318



Page 1 - Run at: 2/13/2010

Stark County, Ohio Auditor's office: Kim R. Perez  
Parcel - 6900324

### GENERAL PARCEL INFORMATION

Owner LOVE ISABELLE A TRUSTEE / LOVE FAMILY REV LIVING  
Property Address 504 2ND AVE SE,  
Mailing Address 504 2ND AVE SW  
BEACH CITY OH 44608  
326-327 WAH  
Legal Description 1  
Number Of Cards 510 - Residential, 1-Family Dwelling  
DTE Classification RESIDENTIAL  
Property Class 68 SUGARCREEK TOWNSHIP-BEACH CITY VILLAGE-FAIRLESS L  
Tax District 7604 FAIRLESS LSD  
School District 069-00-00-01  
Neighborhood 00M110  
Map/Glick



LAND	Acreage	Frontage	Depth	Sq Ft	Method	Rate	Adj %	Value
001 - HOUSE LOT	1.00	150	150.00	FF	180	25		\$18,285

### SALES

Date	Work Order	Work Order Year	# Parcels	Arms	Sale Price	Total Value
7/8/2005	07527	2008	MC	MC	\$0	\$31,610
4/23/2003	04669	2003	MC	MC	\$0	\$28,250

### RECENT SALE

Date	Prior Owner	Stated Value	Taxable Value	Ms. Parcels
7/8/2008		\$0	\$31,610	

### VALUATION

Year	Land Value	35% Land	Building Value	35% Building	Total Value	35% Total
2008	\$18,300	\$6,410	\$69,700	\$24,400	\$88,000	\$30,810
2006	\$20,700	\$7,250	\$69,600	\$24,360	\$99,300	\$34,610
2003	\$16,700	\$5,850	\$74,500	\$26,020	\$97,200	\$33,530

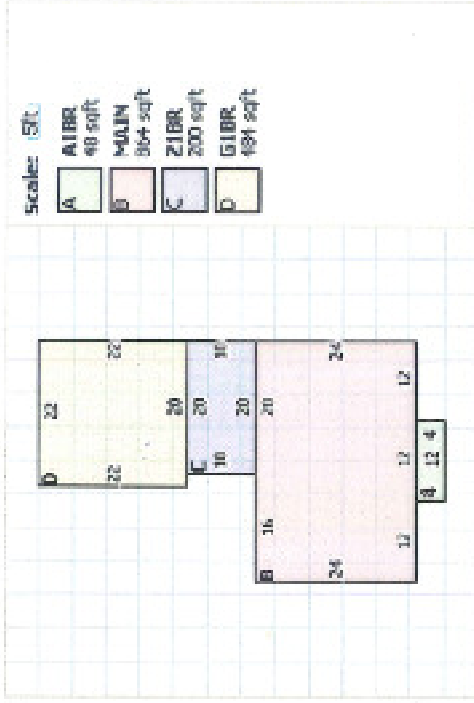
Card - 1

<b>RESIDENTIAL</b>	
BoB Type	1C - Single Family
Year Built	1850
No. Stories	TWO STORIES
Condition	AVERAGE
Sq. Ft.	1778
Quality Grade	100 %
Const. Type	B R I C K
Basement Fin. Quality	EQUAL
Arm. Basement Finished	FULL
Heat Type	GAS
Central Air	YES
Bedrooms	3
Full Baths	2
Half Baths	1
Basement Flag	YES
No. Fireplaces	1
Family Room	YES
Primary Value	\$69,659

**IMPROVEMENTS**

Name	Description	Sq. Ft.
MAIN	SMGL FAM	694
G1BR	GARAGE-1 Sty BRICK	484
Z1BR		200
A1BR	ADDITION-1 Sty BRICK	48

**SECONDARY RESIDENTIAL**



## Data For Parcel 6900324

Base Land Valuation Sales Sketch Tax Building Pictometry

If you have any questions regarding the actual payments on this parcel, please call the Treasurer's office at 330-451-7814.  
 Check previous years' taxes on the Stark County Treasurer's site.  
 Use the Stark County Tax Estimator.

### Tax Data

**Parcel:** 6900324  
**Owner:** LOVE ISABELLE A TRUSTEE / LOVE FAMILY REV LIVING TRUST  
**Site Address:** 504 2ND AVE SE  
**Map Routing Number:** 69 004 10 00700  
**Tax Map:** [Click Here](#)



[+] Map this property.

### Tax Information

<b>Taxable Land Value:</b> \$6,410	<b>Taxable Building Value:</b> \$24,400
<b>2.5 Discount:</b> YES	<b>Homestead Reduction:</b> YES
<b>CAUV Recoupment:</b>	<b>Recoupment Amount:</b> 0
<b>Board Of Revision:</b>	<b>Tax Abatement:</b>
<b>Homeowner Discount:</b>	<b>Vol Demolition:</b>
<b>Homestead Deduction Year:</b>	<b>Homestead Land Value:</b> 6410
<b>Homestead Deduction:</b> 8750	<b>Ag Use Value:</b> NO

### Tax Billing Information

Type	1st Half Due	1st Half Payment	1st Half Date	1st Half Penalty	2nd Half Due	2nd Half Payment	2nd Half Date	2nd Half Delinquency	2nd Half Delq Date
CURRENT TAX	\$1,195.43	\$547.59	2/02/10		\$1,195.43				
TAX REDUCTION	(\$330.94)				(\$330.94)				
10% ROLLBACK	(\$86.45)				(\$86.45)				
2.5% DISCOUNT	(\$21.61)				(\$21.61)				
HOMESTEAD REDUC	(\$214.84)				(\$214.84)				
CURRENT NET TA	\$541.59				\$541.59				
CURR ASSESS	\$6.00				\$6.00				
PAYMENTS	(\$547.59)								
TOTAL *****	\$0.00	\$547.59			\$547.59				

### Special Assessments

Assessment Reason	Amount	Current/Future	Annual?	Balance
CTY-MUSKINGUM WATERSHED	\$6.00	CURRENT	SEMI-ANNUAL	\$12.00

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## Data For Parcel 6900324

[Base](#) [Land](#) [Valuation](#) [Sales](#) [Sketch](#) [Tax](#) [Building](#) [Pictometry](#)

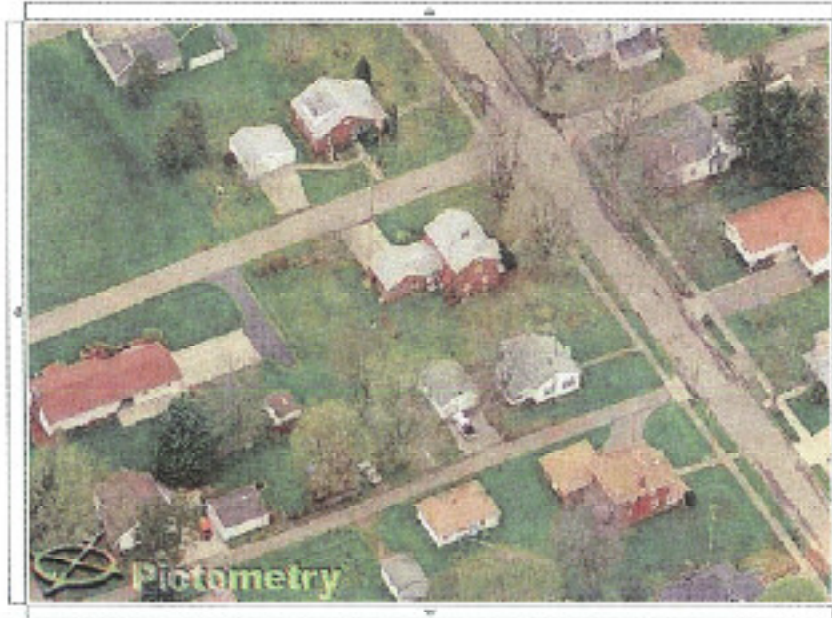
### Pictometry Data

Parcel:	6900324
Owner:	LOVE ISABELLE A TRUSTEE / LOVE FAMILY REV LIVING TRUST
Site Address:	504 2ND AVE SE
Map Routing Number:	69 004 10 00700
Tax Map:	<a href="#">Click Here</a>



[+] Map this property.

Direction: [N](#) North [E](#) East [S](#) South [W](#) West    Zoom: [In](#) [Out](#)



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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).

(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).

(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.

Agents 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.

<u>David D. [Signature]</u>	<u>5-23-2010</u>		
Seller	Date	Seller	Date
<u>Don R. [Signature]</u>	<u>5-23-10</u>		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	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: 504 2nd Ave SE Beach City, Ohio

Buyer(s): \_\_\_\_\_

Seller(s): LOVE FAMILY TRUST

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_

## 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) Don R. Wallace - Queen and real estate brokerage Pisibora Martins 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 \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Don R. Wallace Trustee 5/23/10  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



AUCTION PURCHASE AGREEMENT



BEACH CITY, Ohio, JUNE 26, 2010

The undersigned PURCHASER offers and agrees to purchase the following described real property located in [ ] Twp. or [ ] Other STARK County, said property being known as (include mailing address) LOVE FAMILY TRUST 504 SECOND AVE SE BEACH CITY, OHIO

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 \_\_\_\_\_ \$
Deposit with this agreement [ ] CASH [ ] CHECK # 10% \$ \_\_\_\_\_ NON-REFUNDABLE
Balance of payment or cash payment on a cash sale \_\_\_\_\_ \$

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 SELLS AS IS WITH NO FINANCING CONTINGENCIES 10% NON-REFUNDABLE DEPOSIT DAY OF AUCTION. BALANCE DUE ON DELIVERY OF DEED. SELLS TO THE HIGH BID.

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 commission 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 recoupmets, 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 required 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 JULY 23, 2010
9. POSSESSION shall be given to the undersigned PURCHASER on or before AT CLOSING, 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 purchaser shall be responsible for the cost of a title search and the cost of a location survey. The cost of a title search shall be paid by SELLER. If a title defect is found, the cost of the same 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 well-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.
Initials NA Initials \_\_\_\_\_
SELLERS: \_\_\_\_\_ DATE \_\_\_\_\_
PURCHASERS: \_\_\_\_\_ DATE \_\_\_\_\_
Signature \_\_\_\_\_ SS# \_\_\_\_\_ Signature \_\_\_\_\_ SS# \_\_\_\_\_
Signature \_\_\_\_\_ SS# \_\_\_\_\_ Signature \_\_\_\_\_ SS# \_\_\_\_\_
Address \_\_\_\_\_ Phone # \_\_\_\_\_ Address \_\_\_\_\_ Phone # \_\_\_\_\_

10% DEPOSIT RECEIPT
We hereby acknowledge receipt of a deposit of \$ \_\_\_\_\_ which, together with any additional cash payments made by the Purchaser before the delivery of deed, is to be delivered to and held in trust for the Seller by PISSOCRA-MATHIAS REALTY, INC., until closing of this transaction according to the terms of the foregoing agreement.
DON R. WALLICK AUCTIONS, INC.
DON R. WALLICK Auctioneer 330 343-6734
Selling Agent \_\_\_\_\_ Received by \_\_\_\_\_ Time \_\_\_\_\_



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

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