



ALBAN TITLE

204 2nd Street NE • New Philadelphia, Ohio 44663
330-343-5800 • Fax 330-343-5877 • Email: albantitle@tusco.net

TAX AND LEGAL REPORT

DATE: 6/4/2010

REQUESTED BY: Brooke Wallick

PROPERTY ADDRESS: 336 Beaver Avenue, New Philadelphia

PRESENT OWNER: Kappler, Kenneth D. and Betty D.

VOL: 605 **PAGE:** 003 **TRANSFER:** 8/18/1986

PARCEL NO: 43-02578.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2009 TAX
DUPLICATE IN KENNETH D. AND BETTY D. KAPPLER.

PARCEL NO: 43-02578.000

DESC: WHOLE 3874

VALUATIONS:

LAND:	6,770
BUILDINGS:	<u>10,160</u>
TOTAL:	16,930
HOMESTEAD:	
AUV:	

TAXES:

GENERAL TAXES:	545.15
REDUCTION:	-197.86
10% ROLLBACK:	-34.73
2 1/2 % REDUCTION:	
HOMESTEAD CREDIT:	
TOTAL PER 1/2 YEAR:	312.56
UNPAID REAL:	
CURRENT SA:	6.00
CURRENT SA:	
PENALTY:	
PRIOR DEL R.E:	
TOTAL DUE:	318.56

Special Assessments:

Map No.:

Taxes for the first half year 2009 are PAID.

Taxes for the second half year 2009 are NOT YET DUE AND PAYABLE.

BY: Kristine J. Simpson

PRIOR FILE NO.

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

43-9278-1088
 43-NEW BRILLIANT TWP - NEW PAJ
 SECTION & PLAT 7-988
 PROJECT CLASS 520-2-SUBDIVISION DWELLING
 PROPERTY AND 346 BEAVER AVE
 NEIGHBORHOOD 928
 LIVING AREA 928

OWNER KAPPLER KENNETH D & BETTY D
 TOSCAR-GRASS COUNTY - LARRY LINDBER
 COMMENTS/REMARKS
 4.5% Land 4.5% Imp 830 Land 1256 Imp
 43-9278-1088
 CARD 1 OF 1

MAP NUMBER 29-92
 SECTION & PLAT 7-988
 PROJECT CLASS 520-2-SUBDIVISION DWELLING
 PROPERTY AND 346 BEAVER AVE
 NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

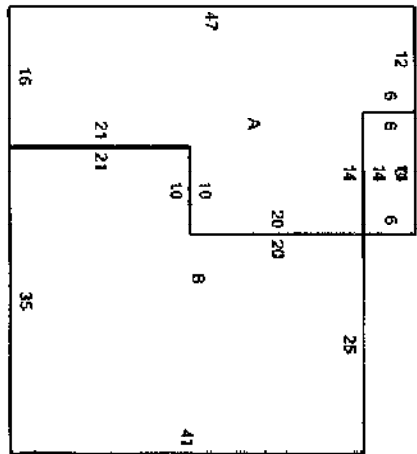
NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928

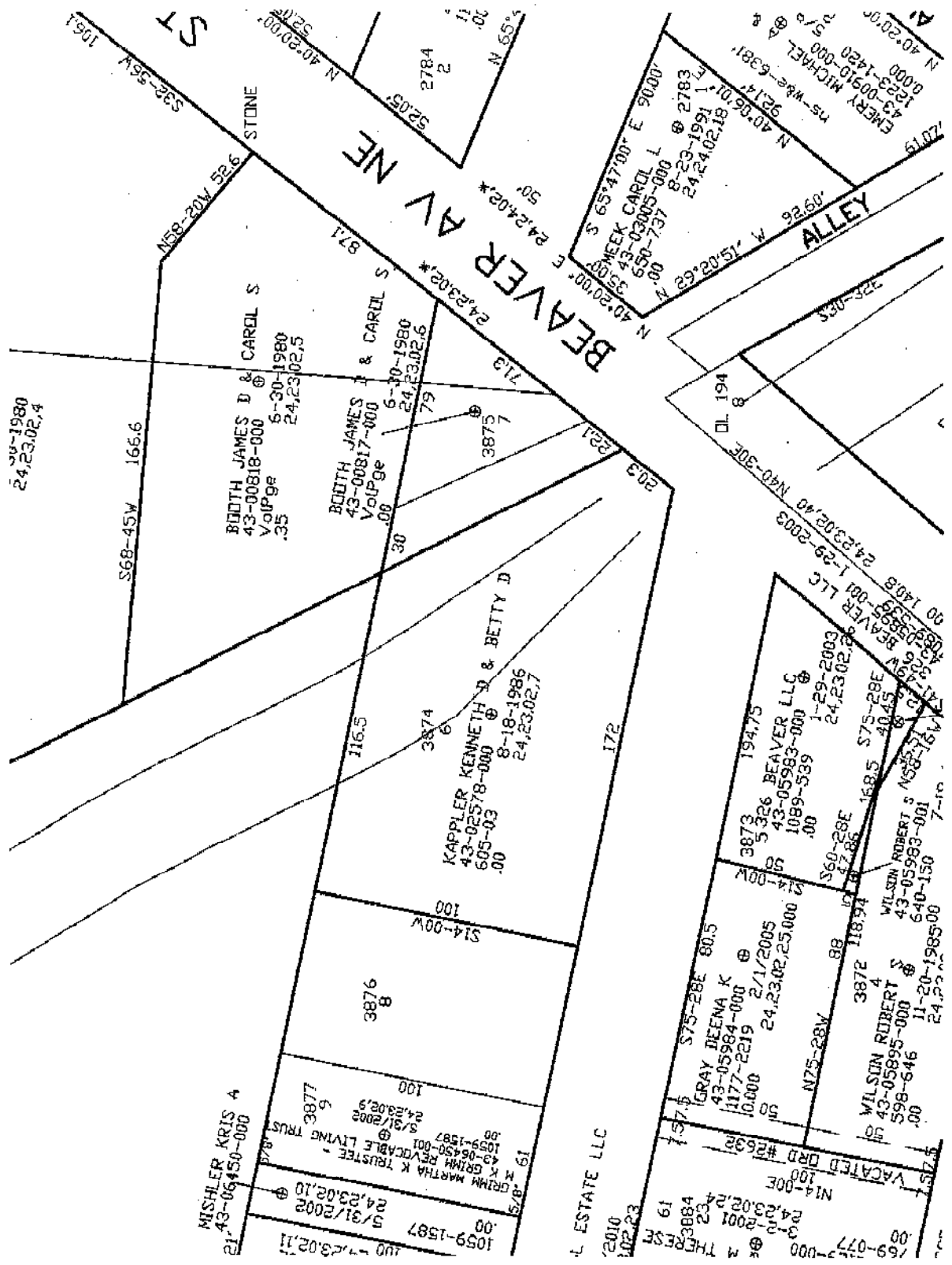
NEIGHBORHOOD 928
 LIVING AREA 928

NEIGHBORHOOD 928
 LIVING AREA 928



[1]

LAND USE	SOIL ID	ACREAGE/EFFICIENCY	SQ. FOOT/DEPTH	BASE RATE	ACT. BASE VALUE	ADJUST. REASON	ADJUST. FACTOR	GOR	MARKET VALUE
FR		51	143	388	58				19,380
TOTAL									19,380
CONCRETE LIND AREA									
CONCRETE									15,380
FR									5,540
RESIDING LIND AREA									
RESIDING									7,150
ATTIC									928
CONCRETE									66,690
STONE									55,690
FR									3,500
CONCRETE									11,180
FR									185,895
CONCRETE									25,451
FR									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									0
SO2 TOTAL									84,290
SO2 TOTAL									24,432
CONCRETE & CURBETS									1,980
EXTENSION FEATURES									3,580
SO2 TOTAL									185,895
GRADE DESIGN FACTOR D-6									25,451
RESPROTECTION COST									79,350
SHELVING OF INTERIORS									
NO HEATING									0
PLUMBING									0
NO PLUMBING									



24.23.02.4
5-30-1980

S68-45W 166.6

MISHLER KRIS A
43-06450-000
21.43-06450-000

3877
9/31/2002
24.23.02.10

1059-1587
9/31/2002
24.23.02.11

1059-1587
9/31/2002
24.23.02.12

1059-1587
9/31/2002
24.23.02.13

1059-1587
9/31/2002
24.23.02.14

1059-1587
9/31/2002
24.23.02.15

1059-1587
9/31/2002
24.23.02.16

1059-1587
9/31/2002
24.23.02.17

1059-1587
9/31/2002
24.23.02.18

1059-1587
9/31/2002
24.23.02.19

1059-1587
9/31/2002
24.23.02.20

1059-1587
9/31/2002
24.23.02.21

1059-1587
9/31/2002
24.23.02.22

1059-1587
9/31/2002
24.23.02.23

1059-1587
9/31/2002
24.23.02.24

1059-1587
9/31/2002
24.23.02.25

1059-1587
9/31/2002
24.23.02.26

1059-1587
9/31/2002
24.23.02.27

1059-1587
9/31/2002
24.23.02.28

1059-1587
9/31/2002
24.23.02.29

1059-1587
9/31/2002
24.23.02.30

BOOTH JAMES D & CAREL S
43-00818-000
VolPge
.35
5-30-1980
24.23.02.5

BOOTH JAMES I & CAREL S
43-00817-000
VolPge
.08
5-30-1980
24.23.02.6

KAPPLER KENNETH D & BETTY D
43-02578-000
605-03
.00
8-18-1986
24.23.02.7

L ESTATE LLC
2010
102.23

GRAY DEENA K
43-05884-000
1177-2219
2/1/2005
24.23.02.25.000

WILSON ROBERT S
43-05895-000
598-646
11-20-1985
24.23.02.26

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.27

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.28

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.29

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.30

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.31

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.32

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.33

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.34

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.35

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.36

WILSON ROBERT S
43-05893-001
640-150
7-10-1985
24.23.02.37

BEAVER AV NE

BEAVER ALLEY

STONE ST

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'

N 40°20'00" E 52.05'



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: 336 BEAVER AVE NE NEW PHILADELPHIA, OH
Buyer(s): _____
Seller(s): KENNETH & BETTY KAPPLER

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) DON R. WALLICK and real estate brokerage PISSOCRA-MATHIAS 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 _____
BUYER/TENANT _____ DATE _____

Kenneth Kappler SELLER/LANDLORD _____ DATE _____
Betty Kappler 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).

(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.

Agent's Acknowledgment (initial)

(f) DW 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>P Kenneth Kappeler</u>	_____	Date	<u>P Kelly Kappeler</u>	_____	Date
Seller			Seller		
_____	_____	Date	_____	_____	Date
Purchaser			Purchaser		
<u>DMR McEllich</u>	<u>May 17, 2010</u>	Date	_____	_____	Date
Agent			Agent		

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

Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue
Strasburg, Ohio 44680
info@WallickAuctions.com
<http://www.WallickAuctions.com>



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