

# 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



## 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: 422 E. FRONT ST

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

Seller(s): LANDES

### 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 Wallick and real estate brokerage PM 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.

AGENT(S) \_\_\_\_\_ DATE \_\_\_\_\_

Janet M. Landis  
REALTOR

BUYER(S) \_\_\_\_\_ DATE \_\_\_\_\_

SELLER(S) \_\_\_\_\_ DATE \_\_\_\_\_

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

Property Address 422 E FRONT Dover

**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)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) 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>Janet M. Lander</u> Seller	_____	Date	Seller	_____	Date
<u>[Signature]</u> Purchaser	_____	Date	Purchaser	_____	Date
<u>[Signature]</u> Agent	_____	Date	Agent	9-10-11	Date





# Kyler, Pringle, Lundholm & Durmann

A Legal Professional Association

Jonathan C. Mizer

E-Mail: [jmizer@kpldlaw.com](mailto:jmizer@kpldlaw.com) Telephone: (330) 343-5585

## TAX AND LEGAL REPORT

**Date:** September 16, 2011

**Our File #:** LANDJA-1

**For The Exclusive Use Of:**

Wallick Auctions, Inc.

**Property Address:**

422 Front Street, Dover, OH 44822

**Present Owner:**

Janet Landis, Successor Trustee of the Testamentary Trust of Gladys M. Gross

**Deed Volumes/Page:**

Vol. 1384, Pg. 530, Tuscarawas County Official Records

**Transfer Date:**

September 14, 2011

Real Estate Taxes Are Currently Listed On The 2010 Tax Duplicate In The Name Of:

Janet Landis

**Parcel No.:**

15-01536.000

**Desc.:**

E PR 268 W PR 269

**Valuations:**

Land:	10,800
Building:	39,060
Total:	49,860
Auv:	

**Taxes:**

General Taxes:	\$685.52
Tax Reduction:	-\$243.63
10% Rollback:	-\$44.19
2½% Reduction:	-\$10.99
Homestead Credit:	\$193.88
Total Per ½ Year:	\$192.83
Unpaid Real:	\$0.00
Current Sa:	\$8.00
Penalty:	\$0.00
Prior Del:	\$0.00
Total Due:	\$198.83

**Special Assessments:** MVCD

\$12.00 per year

Taxes For The First Half Year 2010 are \$198.83.

Taxes For The Second Half Year 2010 are \$198.83.

Taxes For The Year 2011 Are Undetermined But Not Yet Due.

**Map Office Approval:**

In Compliance

X New Description Required

This information, including any lot dimensions, is derived solely from public records. While the information is usually reliable, certainty cannot be assured without a full title examination, title insurance, and a current survey.

## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in

the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Continued on back page

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
405 Second Avenue South, Minneapolis, Minnesota 55401  
612/377-1111

  
Authorized Officer or Agent

ORT Form 4306  
ALTA Commitment for Title Insurance 5/03

By  President

Attest  Secretary

# Old Republic National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A

1. **Effective date:** August 30, 2011 at 7:59 a.m. **File No.:** LANDJA #1
2. **Policy or Policies to be issued:** **Amount**
  - (a)  **Owners Policy** \$ To be determined, but not to exceed 100,000.00  
**Proposed Insured:**  
to be determined
  - (b)  **Loan Policy** \$ To be determined but not to exceed 100,000.00  
**Proposed Insured:**  
to be determined
3. **The estate or interest in the land described or referred to in this Commitment is:** Fee simple
4. **Title to the fee simple estate or interest in the land is at the Effective Date vested in:**  
Janet Landis, Successor Trustee of the Testamentary Trust of Gladys M. Gross, pursuant to Volume 1364, Page 530, and Volume 676, Page 538, Tuscarawas County Records
5. **The land referred to in this Commitment is described as follows:**  
See description attached hereto at Schedule A

Issuing Agent: Glenn G. Durrann  
Agent Control No. A34361  
Address: 405 Chauncey Avenue, NW, PO Box 668  
City, State, Zip: New Philadelphia, OH 44663  
Telephone: (330) 343-5585

**Old Republic National Title Insurance Company  
Insurance Fraud Warning**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

# *Old Republic National Title Insurance Company*

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE A - LEGAL DESCRIPTION

Situated in the City of Dover, County of Tuscarawas and State of Ohio:

And being part of Lots 268 and 269 as presently known and numbered in said City, and beginning at a point 139 feet to Westward of alley shown on the plat of Scott's Addition to said City, on the South side of Front Street, said point being on the northeast corner of the lot to be conveyed; thence South 167 feet along the West line of lot owned by Austin Snyder to a stake; thence West parallel with said Front Street 40 feet to a stake; thence North along the East line of William Snyder's lot line of said Front Street to a stake a distance of 167 feet; thence East along the line of said Front Street 40 feet to the place of beginning, and being a part of lands conveyed by J.J. Ricksecker to Austin S. Snyder and Mollie B. Snyder and Alice E. Shaw and F.H. Shaw by deed recorded in Deed Records of Tuscarawas County.

Lots 268 and 269 were formerly known as Lots 12 and 13 in Scott's Addition to said City of Dover, Ohio.

# *Old Republic National Title Insurance Company*

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE B - SECTION I

Requirements:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
2. Instruments in insurable form which must be executed, delivered, and duly filed for record, to wit:
  - A. Deed conveying the premises described hereto at Schedule A.
  - B. Mortgage encumbering the premises described hereto at Schedule A.

# Old Republic National Title Insurance Company

## COMMITMENT FOR TITLE INSURANCE FORM

### SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a government authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
8. The Tuscarawas County Auditor's 2010 General Tax Duplicate for Parcel #15-01536.000 shows:  
  
Taxes for the first half of the year 2010 in the amount of \$198.83 after a Homestead Exemption of \$193.88 and including a special assessment of \$6.00 are paid. Taxes for the second half of the year 2010 in the amount of \$198.83 after a Homestead Exemption of \$193.88 and including a special assessment of \$6.00, are paid. Taxes for the year 2011 are a lien not yet determined.  
  
Additions, recoupments or abatement, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or charges in valuation.
9. Pending lawsuit in Tuscarawas County Probate Court: IN THE MATTER OF: the Estate of Gladys M. Gross, deceased, Case No. 2000 TE 51106, Junis M. Landis, Trustee of the Testamentary Trust of Gladys M. Gross vs. Von Ajerz, et al. Purchase price must be 2/3 of the appraisal value and sale must be approved by the Probate Court.
10. Description is red-stamped "INADEQUATE DESCRIPTION - NEW DESCRIPTION NECESSARY FOR FUTURE TRANSFER". This means that the description does not meet current Tuscarawas County Map Office standards. A new survey of the property is required before any portion of the real estate could be transferred to a new owner.
11. No search was made of U.S. District Court or Bankruptcy Court records and an exception in this regard will appear on any policy to be issued by the company.
12. This commitment for title insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Kycler, Pringle, Lundholm & Durmann, L.P.A. or Old Republic National Title Insurance Company (hereinafter "Old Republic") shall



have no obligation outside the terms of this commitment. Specifically, any title search or examination conducted by Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association as a basis for issuing this commitment shall be for the benefit of Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association and Old Republic only, and does not inure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire, a final policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic and in no event shall any proposed insured have any claim or cause of action against Kyler, Pringle, Lundholm & Durmann, a Legal Professional Association or Old Republic based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.

13. This policy does not insure the area, quantity or accuracy of dimensions of the premises described in Schedule A, herein.
14. Items #1 through #5 will be deleted upon receipt of an appropriate executed affidavit, acceptable survey, and payment of the standard fee.

#### END OF SCHEDULE B

**NOTE:** There is hereby deleted any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate State, Local or Federal Law.

**NOTE:** Effective on January 1, 2007 all outstanding Closing Protection Letters issued by the Company on behalf of any Agent will be terminated by Law. Pursuant to O.R.C. 3953.32 any Closing Protection Coverage requested for a real estate closing which takes place on or after January 1, 2007 can be provided only upon the form approved by the Ohio Department of Insurance. This Closing Protection Coverage must be transaction specific.

**NOTE:** Delinquent sewer bills, water bills, charges for weed cutting, cleaning up trash and other nuisance abatement charges may become a lien on the real estate. No liability is assumed by the Company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these charges, if any.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.elta.org/>.

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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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