

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

Auction



ALBAN TITLE

204 2nd St. NE • New Philadelphia, Ohio 44663
Phone: (330) 343-5800 • Fax: (330) 343-5877 • www.albantitle.com

TAX AND LEGAL REPORT

DATE: 4/18/2012

REQUESTED BY: Brooke Wallick @ Wallick Auctions

PROPERTY ADDRESS: 1025 11th Street NW, New Philadelphia

PRESENT OWNER: Sullivan, Kimberly S.

VOL: 1362 PAGE: 1805 TRANSFER: 8/25/2011

PARCEL NO: 43-03395.000

REAL ESTATE TAXES ARE CURRENTLY LISTED ON THE 2011 TAX
DUPLICATE IN THE NAME OF KIMBERLY S. SULLIVAN.

PARCEL NO: 43-03395.000

DESC: WHOLE 2463 N PR 1204

VALUATIONS:		TAXES:	
LAND:	6,640	GENERAL TAXES:	680.24
BUILDINGS:	14,420	REDUCTION:	-233.19
TOTAL:	21,060	10% ROLLBACK:	-44.71
HOMESTEAD:		2 1/2 % REDUCTION:	
CAUV:		HOMESTEAD CREDIT:	
		TOTAL PER 1/2 YEAR:	402.34
Special Assessments:		UNPAID REAL:	
Map No.:		CURRENT SA:	6.00
		ADJUSTMENTS:	
		PENALTY:	
		PRIOR DEL R.E:	
		TOTAL DUE:	408.34

Taxes for the first half year 2011 are PAID.

Taxes for the second half year 2011 are NOT YET DUE AND PAYABLE.

Prepared By: Courtney L. Spring

This information, including any lot 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.

OWNER RAYMOND B SULLIVAN
 FULLY FINISHED
 WHOLE 2463 N RR 1204

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	MARKET	1		18,970	18,970
2	ASSESSED	1		14,420	14,420
3	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
4	MARKET	1		18,970	18,970
5	ASSESSED	1		14,420	14,420
6	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
7	MARKET	1		18,970	18,970
8	ASSESSED	1		14,420	14,420
9	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
10	MARKET	1		18,970	18,970
11	ASSESSED	1		14,420	14,420
12	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
13	MARKET	1		18,970	18,970
14	ASSESSED	1		14,420	14,420
15	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
16	MARKET	1		18,970	18,970
17	ASSESSED	1		14,420	14,420
18	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
19	MARKET	1		18,970	18,970
20	ASSESSED	1		14,420	14,420
21	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
22	MARKET	1		18,970	18,970
23	ASSESSED	1		14,420	14,420
24	TOTAL	2		33,390	33,390



[1]

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
25	MARKET	1		18,970	18,970
26	ASSESSED	1		14,420	14,420
27	TOTAL	2		33,390	33,390

ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
28	MARKET	1		18,970	18,970
29	ASSESSED	1		14,420	14,420
30	TOTAL	2		33,390	33,390

LISTED:

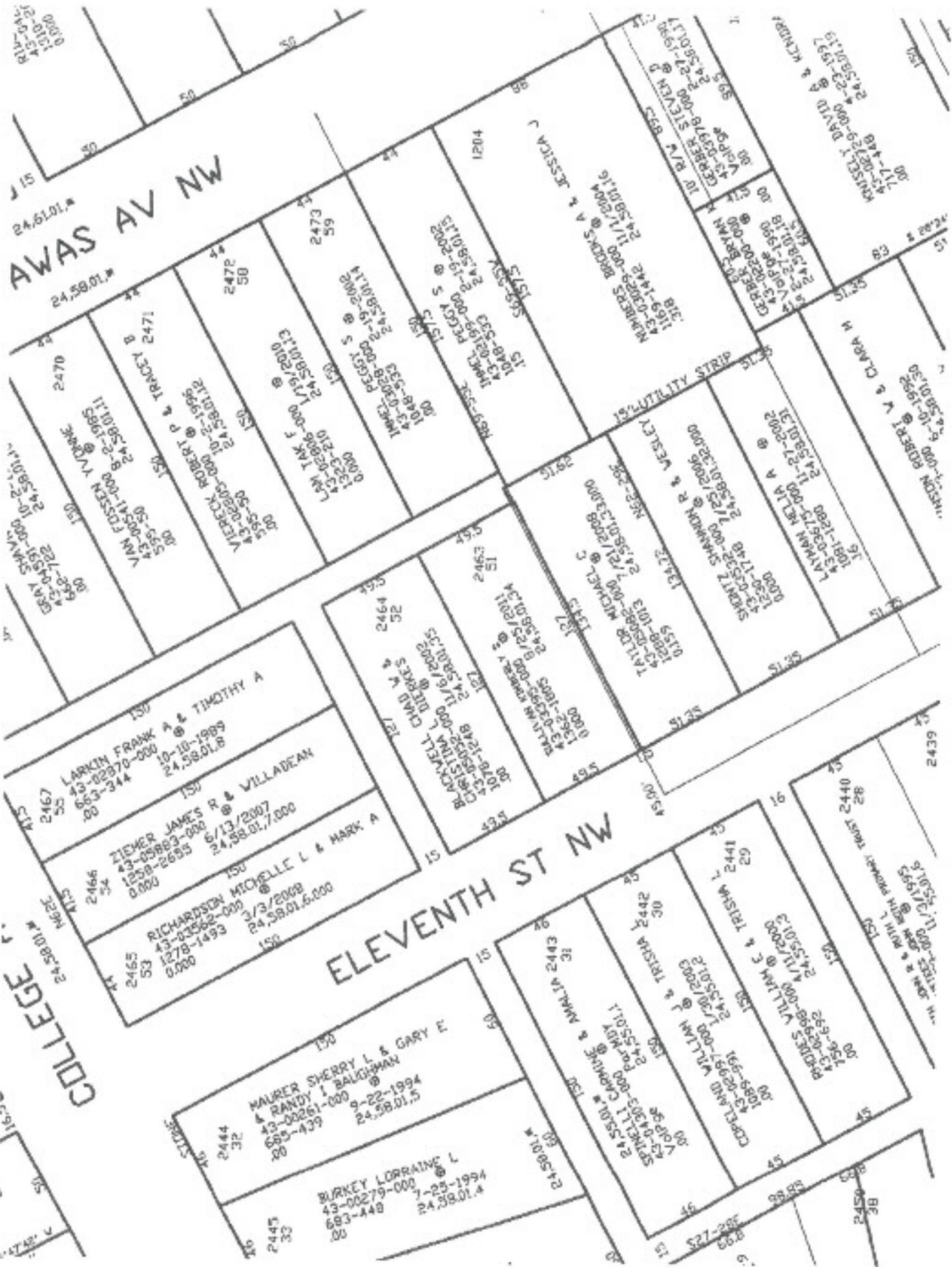
CONTACT:

DATE:

APPRASER:

REVIEWED:

DATE:



AWAS AV NW
24,61.01.4
24,58.01.4

ELEVENTH ST NW

COLLEGE ST NW

2467 50 LARKIN FRANK A & TIMOTHY A
43-02970-000 10-10-1989
663-344 24,58.01.8

2466 54 ZIEHER JAMES R & WILLADEAN
43-05883-000 6/13/2007
1258-2655 24,58.01.7.000

2465 53 RICHARDSON MICHELLE L & MARK A
43-03562-000 3/3/2008
1278-1493 24,58.01.6.000

2444 32 MAURER SHERRY L & GARY E
& RANDY J BAUGHMAN
43-00261-000 9-22-1994
665-439 24,58.01.5

2445 33 BURKEY LORRAINE L
43-00279-000 7-25-1994
683-448 24,58.01.4

2450.1.12 50 SPRELL L CAROLINE & AMALIA 2443
43-04303-000 24,58.01.1

2450.1.11 50 COPPELAND WILLIAM J & TRISHA L
43-02599-000 3/30/2003
1088-591 24,58.01.2

2450.1.10 50 BORDS WILLIAM C & TRISHA L
43-03388-000 4/11/2008
126-632 24,58.01.3

2450.1.9 50 BORDS WILLIAM C & TRISHA L
43-03388-000 4/11/2008
126-632 24,58.01.3

2450.1.8 50 BORDS WILLIAM C & TRISHA L
43-03388-000 4/11/2008
126-632 24,58.01.3

2464 52 BRAYWELL CHAD V & BIRGESS
43-03032-000 11/6/2002
1028-1218 24,58.01.5

2464 51 BALTIMORE JAMES & SUE
43-03032-000 8/25/2011
1322-1805 24,58.01.4

2464 50 TALLON MICHAEL C
43-03032-000 7/21/2008
1322-1805 24,58.01.3.000

2472 50 LAM TAY F
43-02280-000 2/17/2010
1322-210 24,58.01.3

2472 49 JAMES PEGGY S
43-02280-000 2-19-2002
1044-533 24,58.01.3

2472 48 JAMES PEGGY S
43-02280-000 2-19-2002
1044-533 24,58.01.3

2472 47 JAMES PEGGY S
43-02280-000 2-19-2002
1044-533 24,58.01.3

2472 46 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 43 JAMES PEGGY S
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2472 40 JAMES PEGGY S
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2472 26 JAMES PEGGY S
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2472 25 JAMES PEGGY S
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2472 21 JAMES PEGGY S
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2472 19 JAMES PEGGY S
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2472 18 JAMES PEGGY S
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2472 17 JAMES PEGGY S
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2472 16 JAMES PEGGY S
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2472 15 JAMES PEGGY S
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2472 14 JAMES PEGGY S
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2472 12 JAMES PEGGY S
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2472 11 JAMES PEGGY S
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2472 10 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 9 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 8 JAMES PEGGY S
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2472 7 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 6 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 5 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 4 JAMES PEGGY S
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2472 3 JAMES PEGGY S
43-02280-000 2-19-2002
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2472 2 JAMES PEGGY S
43-02280-000 2-19-2002
1044-533 24,58.01.3

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Ohio Bar Title Insurance Company
A First American Company

Commitment for Title Insurance

ISSUED BY

Ohio Bar Title Insurance Company

Commitment

Ohio Bar Title Insurance Company, an Ohio 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 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.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, Ohio Bar 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.

Ohio Bar Title Insurance Company



Kevin F. Eichner

Kevin F. Eichner
President

Michael J. Fromhold

Michael J. Fromhold
Secretary

James A. Lopez
(This Commitment is valid only when Schedules A and B are attached)

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 FRAUD.

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OHIO BAR TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

File No.

Commitment No.

1. Effective date: April 4, 2012 at 8:00 a.m.

2. Policy or policies to be issued:

a. _____ owner's policy \$ _____
Identify which owner policy to be used: _____ 2006 ALTA _____ other _____

Proposed insured:

b. _____ loan policy \$ _____
Identify which loan policy to be used: _____ 2006 ALTA _____ other _____

Proposed insured:

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: Raymond D. Sullivan (volume 1003, page 435, and volume 1362, page 1805, both of the official records of Tuscarawas County, Ohio).
5. The land referred to in this commitment is described as follows:
See attached Exhibit A.

Issuing agent James A. Range
Agent control # R0075
Address P.O. Box 1007, 117 South Broadway
City, state, zip New Philadelphia, Ohio 44663
Telephone (330) 364-5593

ALTA Commitment (6-17-06) Schedule A

Ohio Bar 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.

OHIO BAR TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B – SECTION I

File No.

Commitment No.

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:

EXHIBIT A

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

Being Lot #51 in Grimes Sixth Addition to the City of New Philadelphia, said lot now being known as Lot #2463 in said City.

Also another tract; being a part of block #16 in the West Avenue Lands and Lots and being now known as Lot #1204 in the City of New Philadelphia and being more fully described as follows:

Beginning at a point on the easterly line of 11th Street, N.W., in said city where the same is intersected by the northerly line of Lot #1204; thence with the lot line North 62 deg. 23 min. East, 134.5 feet; thence by a line parallel to the west line of Tuscarawas Avenue, N.W. in said City, South 27 deg. 30 min. East, 1.5 feet; thence by a line parallel to the north lot line South 62 deg. 23 min. West, 134.5 feet to the east line of the aforementioned 11th Street; thence with said line North 27 deg. 25 min. West., 1.5 feet to the place of beginning. Subject however to a 15 feet Right of Way for utility purposes only across the Easterly end of the above described premises.

Subject to all easements, covenants, and restrictions of record.

Auditor's Parcel #43-03395.000

OHIO BAR TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B - SECTION II

File No.

Commitment No.

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 heretofore 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 governmental 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. The Estate of Raymond D. Sullivan, Case #12 ES 56653 in the Probate Court of Tuscarawas County, Ohio. Letters of Authority were issued to Kimberly S. Sullivan, Administrator, on March 1, 2012.
8. A mortgage from Raymond D. Sullivan and Sandra K. Sullivan, husband and wife, to Huntington Mortgage Company in the amount of \$48,750.00 dated April 2, 2001 and recorded April 3, 2001 in volume 1003, page 437 of the official records of Tuscarawas County, Ohio.

This mortgage was assigned to GMAC Mortgage Corporation by an assignment dated October 4, 2001 and recorded May 3, 2002 in volume 1056, page 1363 of the Official Records of Tuscarawas County, Ohio.

9. A complaint for foreclosure entitled Nationstar Mortgage LLC, Plaintiff vs. Raymond D. Sullivan, et al., Defendants, Case No. 12 CF 03 0272 filed March 22, 2012 in the Tuscarawas County Common Pleas Court. The prayer in this complaint for foreclosure is for \$18,784.78 plus interest from November 1, 2011.
10. Subject to all matters contained on the plat of Grime's Sixth Addition to the City of New Philadelphia as recorded in volume 4, page 24 of the plat records of Tuscarawas County, Ohio.
11. Subject to all matters contained on the plat of West Avenue Lands and Lots as recorded in volume 2, page 18 of the plat records of Tuscarawas County, Ohio.
12. Subject to the following matter as contained in the warranty deed from United Home Builders Inc., an Ohio Corporation, to Henry O. Mercer and Marie S. Mercer, husband and wife, dated October 12, 1953 and recorded October 16, 1953 in volume 342, page 75 of the deed records of Tuscarawas County, Ohio:

Subject however to a 15 feet Right of Way for utility purposes only across the Easterly end of the above described premises.

13. Subject to an easement for driveway purposes from Henry O. Mercer and Marie S. Mercer to Joseph Teglo recorded October 18, 1963 in volume 427, page 353 of the deed records of Tuscarawas County, Ohio.

14. Real estate taxes

Parcel I.D. # 43-03395.000

Description: Whole 2463 N RR 1204

Real estate taxes for the first half of the tax year 2011 in the net amount of \$408.34 have been paid. This amount includes a \$6.00 special assessment for the Muskingum Watershed Conservancy District.

Real estate taxes for the last half of the tax year 2011 in the net amount of \$408.34 are a lien upon the property but are not yet due and owing. This amount includes a \$6.00 special assessment for the Muskingum Watershed Conservancy District.

There are no delinquencies appearing on the auditor's duplicate.

15. Oil and gas leases, pipe line 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.

16. Coal, oil, natural gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, accepted or reserved.

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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.
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 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.alta.org/>>.



Ohio Bar Title Insurance Company

A First American Company

ISSUED THROUGH THE OFFICE OF:



OHIO BAR TITLE INSURANCE
COMPANY, A
FIRST AMERICAN
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3543



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: 1025 17TH ST NW

Buyer(s): _____

Seller(s): Sullivan Estate

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) Ryan Wallace 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.

BUYER/BUYER AGENT _____ DATE _____

SELLER/SELLER AGENT _____

DATE 1-9-12

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____

DATE _____

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

Property Address 1025 11TH ST NW New Phila

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>[Signature]</u> Seller	<u>1-9-12</u> Date	Seller	Date
<u>[Signature]</u> Purchaser	<u>1-9-12</u> Date	Purchaser	Date
<u>[Signature]</u> Agent	<u>1-9-12</u> Date	Agent	Date



Auction Conducted By:
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