

# 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



MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

1st Page 4 Previous 1 of 8 Results Next 3 Last 8

Currently Viewing

Number	Address	Owner	Legal
48-00467-001	5815 SE RUSH CHURCH RD	LOIS J SPROUL	1 0 21 PR NW 575A

Summary Tax Transfer History Payment History Land Used Available

Property

Tax District:	48-RUSH TWP-CLAYMONT RD
Class:	311-FAMILY UNPLATTED 00000 ACS
Neighborhood:	
Subdivision:	
Lot #:	00 Year: Map #:
	211101

Area

Area:	0.00
Volume:	1258
Page:	634
Roll:	07005211
Price:	

Value

	Assessed	Assessed
Land:	25,170	0,110
Improvements:	132,050	35,720
Total:	157,220	35,830
Other:		
Homestead:	75,000	25,040 NON-CITIZEN GRANTED

Ownership info

Name:	SPROUL LOIS J
Address:	5815 RUSH CHURCH ROAD SE TUSCARAWAS OH 44683

Transfer Information - Last Modified 07/08/2011

Name:	SPROUL LOIS J
Address:	5815 RUSH CHURCH ROAD SE TUSCARAWAS OH 44683

Tax Rates

Wheat:	48.50	Effective:	20.228777
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Charges

	Price	1st Half	Sec-Total	2nd Half	Total
Tax:	0.00	671.76	671.76	671.76	1,343.52
Special:	0.00	6.00	6.00	6.00	12.00
Total:	0.00	677.76	677.76	677.76	1,355.52
Paid:	0.00	327.75	327.75	0.00	327.75
Due:	0.00	0.00	0.00	677.76	677.76
Revised:					0.00

MR LARRY LINDBERG  
 TUSCARAWAS COUNTY AUDITOR

1 of 1 | Previous | 1 of 5 Records | Next | Last »

Currently Viewing

Number:	48-00467-001	Address:	8818 SE RUSH CHURCH RD	Owner:	LOIS J SPROUL	Legal:	1 6 21 PR NW 6 T0A
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Summary Tab Transfer History Payment History Land Dwell Assesment Solds

Current Charges

	Prior	1st Half	Sub-Total	2nd Half	Total
REAL PROPERTY 2012	0.00	0.00	0.00	621.75	621.75
TAXES	0.00	621.75	621.75	621.75	1243.50
PENALTY	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
PAID	0.00	621.75	621.75	0.00	621.75
SURPLUS	0.00	0.00	0.00	0.00	0.00
CG80000008MKT	0.00	0.00	0.00	6.00	6.00
TAXES	0.00	6.00	6.00	6.00	12.00
PENALTY	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
ADJUSTMENT	0.00	0.00	0.00	0.00	0.00
PAID	0.00	6.00	6.00	0.00	6.00
SURPLUS	0.00	0.00	0.00	0.00	0.00

Charge Totals

	Prior	1st Half	Sub-Total	2nd Half	Total
TAXES	0.00	0.00	0.00	621.75	621.75
SPECIALS	0.00	0.00	0.00	6.00	6.00
REFUNDS	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	627.75	627.75

MR LARRY LINDBERG

TUSCARAWAS COUNTY ALDITOR

1st Page 4 Previous 1 of 2 Results Next 3 Last 34

Currently Viewing

Number:	48-00467-001	Address:	5915 SE RUSH CHURCH RD	Owner:	LOIS J SPROUL	Legal:	1 6 21 PR NW 6.70A
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Summary Tax Transfer History Payment History Land Deal Auction Search

Type	Units/Ft/R	Acresq/Depth/Ft	Sq. Ft./Depth R.
MS-DEPOSIT			1000
T-TU 63 E			4800
RW-RIGHT OF WAY			5450

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

1 of 1 | Previous | 1 of 5 Results | Next | Last 20

Currently Viewing

Number:	48-00467-001	Address:	5015 BE RUSH CHURCH RD	Owner:	LOIS J BPROUL	Legal:	1 6 21 PR NW 6.70A
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Summary | Tax | Transfer History | Payment History | Land | Dwell | Assessed | Status

Cont	Style	Year Built	Year Rebuilt	Grade	AC	Lot	Fireplaces	Total Stories	Total Rooms	Bathrooms	Half Baths	Full Baths	Total Area	Basement	Code
1	01-SINGLE FAMILY	1910		C-6	NONE	7.00	1	2	7	3			1558	0.70	

MR LARRY LINDBERG

TUSCARAWAS COUNTY AUDITOR

Home > Previous > Field Results > View > List All

Currently Viewing

Number: 48-00467-001      Address: 5015 BE RUSH CHURCH RD      Owner: LOIS J SPROUL      Legal: 1 6 21 PR NW 5.70A

Summary    Tax    Transfer History    Payment History    Land    Detail    Aerial    Sketch

Card	Type	Condition	Year Built	Year Remod	Size
1	POLE BLDG/POLE BUILDING	A	2000		2,500
1	LEAN TO-LEAN TO	F	1920		1,300
1	CRS-FRAME CRB	A	1985		140
1	BANK BARN-BANK BARN	F	1925		2,400
1	CHICK HSE-CHICKEN HOUSE	A	1930		300
1	CRS-FRAME CRB	A	1930		400
1	SHED-S-ED	A	1930		100
1	BRF-DETACHED FRAME GARAGE	A	2001		854
1	SHED-S-ED	A	1987		2,700

ID	Description	Slab
A	2SFRA/S	979
B	CBP	299
C	1SFRA/BA	28
D	OFF	16
1	POLE BLDG -POLE BUILDING	2560
2	LEAN TO- LEAN TO	1320
3	CRIS- FRAME CRIS	140
4	BANK BARN- BANK BARN	2400
5	CHECK HSE -CHICKEN HOUSE	300
6	CRIS- FRAME CRIS	000
7	SHED- SHED	400
8	DTC- DETACHED FRAME GARAGE	800
9	SHED- SHED	2550

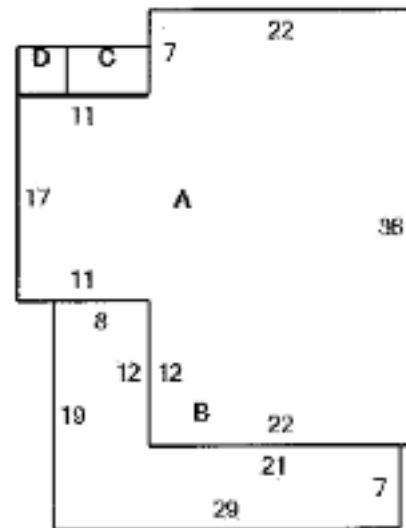
[1] [8]

[7]

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[3] [5]

[6]



[2] [4]





**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. Bohner  
President

Michael J. Fromhold  
Secretary

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

**INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFAUD 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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## 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.sita.org/>>.



**Ohio Bar Title Insurance Company**  
*A First American Company*


ISSUED THROUGH THE OFFICE OF:

DOUGLAS D. FRAUTSCHY, ESQ.



OHIO BAR TITLE INSURANCE  
COMPANY, A  
FIRST AMERICAN  
COMPANY

Corporate Office  
1 First American Way  
Santee Ave. CA 92707  
(800) 854-3843

 <b>Ohio Bar Title Insurance Company</b> <i>A First American Company</i>	Commitment for Title Insurance
	<small>BY</small> <b>Ohio Bar Title Insurance Company</b>
<h1>Schedule A</h1>	

File No.: 2013-48-00467.001

1. Effective Date: May 3, 2013

2. Policy (or Policies) to be issued: AMOUNT

a.  ALTA Owner's Policy of Title Insurance (6-17-06) \$TBD

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10) \$

Other \$

Proposed Insured: To Be Determined

b.  ALTA Loan Policy of Title Insurance (6-17-06): \$TBD

ALTA Expanded Coverage Residential Loan Policy (2-3-10) \$

Other \$

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:

Lois J. Sproul by Certificate of Transfer from the Estate of Paul R. Sproul, deceased, dated June 23, 2011 and recorded July 7, 2011 in Tuscarawas County Official Records Volume 1359, Page 808.

Paul R. Sproul and Lois J. Sproul by Warranty deed from Carl C. Fivecoat dated April 7, 1959 and recorded May 8, 1959 in Tuscarawas County Deed Volume 389, Page 479.

5. The land referred to in this Commitment is described as follows:

Situated in the Township of Rush, County of Tuscarawas and State of Ohio:

Being located in the northwest Quarter of Section 21, Township 8, Range 1 of the United States Military District and being a part of a 160.0 acre tract (A.P.#48-00467-000) as conveyed to Paul R. and Lois J. Sproul by Deed Volume 389 at Page 479 of the Tuscarawas County Deed Records, being more fully described as follows:

Commencing at a 5/8" iron pin found at the southwest corner of said northwest quarter;

Thence with the southerly line of said quarter section, South 88° 29' 00" East, 106.74 feet to a pin in "RUSH CHURCH ROAD" (County Road #32);

Thence through the lands of said Sproul and with said road the following 7 courses and distances:

1. Thence North 1° 19' 08" East, 167.85 feet to a point;
2. Thence North 3° 00' 40" East, 157.23 feet to a point;
3. Thence North 7° 03' 45" East, 102.79 feet to a point;
4. Thence North 17° 36' 34" East, 95.18 feet to a point;
5. Thence North 26° 11' 41" East, 100.76 feet to a point;
6. Thence North 20° 51' 57" East, 97.08 feet to a point;
7. Thence North 1° 16' 38" East, 97.56 feet to a point at the True Place of Beginning of the tract to be described;

Thence from said beginning, continuing through the lands of said Sproul and with said road the following 4 courses and distances:

1. Thence North 9° 59' 27" West, 79.83 feet to a point;
2. Thence North 21° 48' 51" West, 205.19 feet to a point;
3. Thence North 10° 58' 08" West, 76.36 feet to a point;
4. Thence North 2° 52' 06" East, 73.56 feet to a point;

Thence leaving said road and continuing through the lands of said Sproul the following 3 courses and distances:

1. Thence South 76° 54' 44" East, 774.77 feet to a 5/8" iron pin set passing on line a 5/8" iron pin set at 30.00 feet;
2. Thence South 12° 28' 32" West, 330.47 feet to a 5/8" iron pin set;
3. Thence North 80° 47' 20" West, 586.67 feet to the True Place of Beginning, **containing 6.700 acres**, more or less, (passing on line a 5/8" iron pin set at 586.67 feet) but subject to all legal highways, right of ways, easements, leases and restrictions of record or otherwise legally established.

Bearings are oriented to assumed north and iron pins indicated set are 5/8" by 30" iron rebar with an orange plastic cap stamped "EMLER 7760".

Survey and description by Randall A. Emler, Professional Surveyor #7760 in July 24, 2002.

Parcel #48-00467.001


Issuing Agent: Douglas D. Freutschy, Esq.  
Agent ID No.: 5149068  
Address: 747 E. Stainsbrey Ridge Rd. P.O. Box 462  
City, State, Zip: Sugarcreek, Ohio 44681  
Telephone: 330-852-2513

By: \_\_\_\_\_

Authorized Countersignature

(This Schedule A valid only when Schedule B is 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**

 <p><b>Ohio Bar Title Insurance Company</b> <i>A First American Company</i></p>	<p><b>Commitment for Title Insurance</b></p> <p>BY <b>Ohio Bar Title Insurance Company</b></p>
<p><b>Schedule BI</b></p>	

**REQUIREMENTS**

File No.: 2013-48-00467.001

The following requirements must be satisfied:

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:

Properly executed deed from Gail Phillips, Executor of the Estate of Lois J. Sproul, Case #2013 ES 57144, to buyer and properly recorded in the Tuscarawas County, Ohio Recorder's Office.

Properly executed mortgage from borrower to lender and properly recorded in the Tuscarawas County, Ohio Recorder's Office.

Affidavit of present owners that no work, etc., has been performed on the insured premises during the prior 60 days.

Survey certified to the title company satisfactory in all respects.



**Ohio Bar Title Insurance Company**  
A First American Company

**Commitment for Title Insurance**

OR  
**Ohio Bar Title Insurance Company**

**Schedule BII**

**EXCEPTIONS**

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 the 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 following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Oil and Gas Lease from C.L. Fivecoat and Caroline Fivecoat to R.W. Wallace dated August 2, 1900 and recorded October 19, 1900 in Tuscarawas County Lease Volume 8, Page 68.
10. Oil and Gas Lease from Caroline M. Fivecoat to F.B. Walton and E.B. Gill dated October 11, 1934 and recorded October 26, 1934 in Tuscarawas County Lease Volume 28, Page 607.
11. Oil and Gas Lease from Paul R. Sproul and Lois J. Sproul to G.R. Stocker dated June 22, 1964 and recorded September 17, 1964 in Tuscarawas County Lease Volume 66, Page 145.
12. For real estate tax purposes, the real estate is shown on the current duplicates of the Auditor and Treasurer as Parcel #48-00467.001 with valuations as follows:

Land Value	\$23,170.00
Building Value	102,050.00
Total Value	125,220.00
Homestead	73,830.00
Semi-Annual Taxes	627.75

Taxes for the first half of the year 2012 are paid. Taxes for the second half of the year 2012 and thereafter are a lien, but are not yet due and payable. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.



VL1066 HUE2205

**TRANSFERRED**

DEAN...  
SAC...  
52

1106 07 2002

AMT 600.00  
MATT JUDY  
Tuscarawas County Auditor

200200012757  
Filed for Record in  
TUSCARAWAS COUNTY, OH  
LORI L SMITH  
08-07-2002 11:19 am.  
SURVORSHIP D 15.00  
OR Volume 1055 Page 2205 - 2207

**SURVIVORSHIP DEED**

**KNOW ALL MEN BY THESE PRESENTS, THAT**

Paul R. Sproul and Lois J. Sproul, husband and wife

the Grantor s , who claim title by or through instrument recorded in Volume 389 Page 479, Tuscarawas County Recorder's Office, for the divers good causes and considerations thereunto moving, and especially for the sum of One Dollar and Other Good and Valuable Consideration (\$1.00)

received to their full satisfaction of Mack Davis and Barbara Ann Davis, husband and wife

the Grantees, whose TAX MAILING ADDRESS will be

**GIVE, GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantees, for their joint lives with remainder over to the survivor of them, their heirs and assigns, the following described premises, situated in the Township of Rush, County of Tuscarawas and State of Ohio:

SEE DESCRIPTION ATTACHED: BEING

1 6 21 NW = 154.912

Tax No. 48 00467

Property Address: Rush Church Road SE, Urichville, Ohio 44683

Reserving to the Grantors herein Paul R. and Lois J. Sproul, free gas to the existing house during the life of the existing well furnishing said gas.



Be the same more or less, but subject to all legal highways.  
**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantees, a joint life estate with remainder over in fee simple to the survivor of them, their heirs and assigns forever.



# 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: 5915 SE RUON CHURCH RD URRICHVILLE, OHIO

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

Seller(s): LOW J. SPADOL 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) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ 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'S \_\_\_\_\_ DATE \_\_\_\_\_

X Paul Phillips \_\_\_\_\_  
SELLER/LANDLORD EXEC.

4/15/2013  
DATE

BUYER/BUYER'S \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

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

Property Address \_\_\_\_\_

**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.

X	<u>David Phillips</u>	<u>4-15-13</u>	_____	_____
	Seller <i>E X C.</i>	Date	Seller	Date
	_____	_____	_____	_____
	Purchaser	Date	Purchaser	Date
	<u>Don R Wallich</u>	<u>4-15-13</u>	_____	_____
	Agent	Date	Agent	Date



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

Don R. Wallick Auctions, Inc.  
865 N. Wooster Avenue  
Sresburg, Ohio 44880  
Info@WallickAuctions.com  
<http://www.WallickAuctions.com>



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