

## REAL ESTATE AUCTION PURCHASE / SALE AGREEMENT

THIS AGREEMENT (“Agreement”) is made effective on the 7th day of September 2022, by and between the undersigned Seller(s) and Purchaser(s).

In consideration of the mutual covenants and conditions set forth hereinafter, the parties hereto agree as follows:

1. **PREMISES.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to take title to and pay for certain real property located at 2347 Kimberley Drive NW, Dover, Ohio 44622 and known as Tuscarawas County, Ohio Auditor’s parcel number 10-03236.008, hereinafter referred to as the “Premises,” described as follows:

Situated in the Township of Dover, County of Tuscarawas and State of Ohio and further described on “Exhibit A” attached hereto and made a part hereof.

Subject to any and all conditions, easements, leases, rights-of-way, restrictions, and reservations of record and all legal highways and zoning ordinances.

2. **PURCHASE PRICE.** The purchase price for the Premises is \_\_\_\_\_ DOLLARS (\$) with \_\_\_\_\_ DOLLARS (\$) paid as a down payment, the receipt of which is hereby acknowledged. Said down payment shall be non-refundable in the event that Purchaser does not close on the date set out except as set forth hereinafter. The balance of \_\_\_\_\_ DOLLARS (\$) shall be paid in full upon closing by wire transfer.

3. **ESCROW AGENT/REPRESENTATION.** The escrow agent to close this transaction shall be Alpha Land Title Agency, Inc., 4775 Munson Street, N.W., Canton, Ohio 44718. Said escrow agent shall also perform the title work described herein. Purchaser acknowledges that the law firm of Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. (“KWGD”), represents the Seller and not the Purchaser. Furthermore, Purchaser consents to and acknowledges that Alpha Land Title Agency, Inc., is a wholly owned subsidiary of KWGD.

4. **EVIDENCE OF TITLE.** Seller shall provide an owner’s title insurance policy and interim commitment in the amount of the total purchase price. In the event that Purchaser’s lender requires a mortgagee’s policy, Seller shall furnish a simultaneous issue of same to said lender. Seller and Purchaser hereby agree that each shall equally share the cost of evidence of title, which Seller is required to provide hereunder including, but not limited to, the cost of the title examination, policy commitment(s), policy premium and any escrow or closing fee (the “Title Charges”). Any endorsements required by Purchaser’s lender shall be a Purchaser’s sole expense.

The commitment shall show title in the name of the Seller and any title insurance policy shall insure in the Purchaser good and marketable title in fee simple, free and clear of all liens and encumbrances, excepting restrictions, conditions, easements, zoning ordinances and all matters of record, all legal highways of record, and matters which an accurate survey of and careful inspection of the Premises would reveal. It is agreed by the parties hereto that the full good and marketable title shall be determined in accordance with the standards of title examination of the Ohio State Bar Association, and any matter which comes within the scope of said standards shall not constitute a valid objection to the title, provided that title satisfies the requirements of said standards. If title to the Premises to be conveyed is materially defective or unmerchantable, or if any part of the Premises is subject to liens, encumbrances, or easements other than those set forth in the title insurance commitment, or in the event of any encroachment, the Seller shall have a reasonable time, not to exceed sixty (60) days after written notice thereof, within which to remedy or remove any such defect, lien, encumbrance, easement, or encroachment. If Seller is unable to remedy or remove or secure title insurance against such defect, lien, encumbrance, easement, or encroachment within said sixty (60) day period, the amount of the deposit shall be returned to Purchaser and this Agreement shall be null and void and of no further effect against either party. All policies shall be issued by Alpha Land Title Agency, Inc. and shall be subject to modification until the date of closing.

**5. “AS IS” CLAUSE AND CONTRACTOR INSPECTION:** By initialing this paragraph, Purchaser agrees and acknowledges that the Premises is being conveyed “AS IS” “WHERE IS” and that Seller has not made any representations or warranties, either express or implied, regarding the Premises, including, but not limited to the condition of the ROOF, BASEMENTS (STRUCTURAL OR WATER SEEPAGE), FURNACE, WATER HEATER, ELECTRICAL, PLUMBING, AND APPLIANCES. Further, prior to entering into this Agreement, Purchaser had ample opportunity to inspect the Premises including the structure, and all of its systems and appliances. Purchaser acknowledges that any and all inspections Purchaser wishes to make of the Premises, either by Purchaser or a contractor of Purchaser’s choice, have been completed before entering into this Agreement, and Purchaser is accepting title to the Premises in its “AS IS” “WHERE IS” condition. For the avoidance of doubt, this Agreement is not contingent upon the satisfactory state of any inspections required after the date of the auction. This provision shall survive the Closing and recordation of the deed.

**PURCHASER HAS READ AND UNDERSTANDS THE ABOVE “AS IS” “WHERE IS” CLAUSE.**

**PURCHASER’S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_**

**PURCHASER’S INITIALS \_\_\_\_\_ DATE \_\_\_\_\_**

**6. DEED OF CONVEYANCE.** The Seller shall convey title to the Premises to Purchaser by Limited Warranty Deed, whichever is appropriate, subject to any and all conditions, easements, restrictions, reservations, leases, rights-of-way and other matters of record and all legal highways and zoning ordinances and further subject to current general and special taxes and assessments, which shall be prorated to the date of Closing.

7. **SELLER'S EXPENSES.** Seller shall pay for the following expenses relative to the transaction:

a. Ohio and Tuscarawas County deed transfer taxes and conveyance fees.  
b. Cost of clearing title and recording the necessary documents to clear title, if any.

c. Proration of general taxes and special assessments through the date of Closing set out hereinafter. The escrow agent shall make such proration on the basis of the last available tax rate and valuation as shown on the County Treasurer's tax duplicate.

d. One-half (1/2) of the cost of the issuance of the title insurance and commitment in the amount of the purchase price, and one-half (1/2) of the Title Charges.

e. Costs of a survey, if one is required to transfer the Premises.

8. **PURCHASER'S EXPENSES.** Purchaser shall pay for the following expenses relative to this transaction:

a. Cost of transferring and recording the deed of conveyance and mortgage.  
b. One-half (1/2) of the cost of the issuance of the title insurance and commitment in the amount of the purchase price, and one-half (1/2) of the Title Charges.

c. Cost of a mortgage location survey.

d. Any and all costs associated with Purchaser's financing.

e. Any and all fees or commissions associated with Purchaser's Real Estate Agent or Broker, if any.

f. Cost of termite inspection, if necessary.

9. **PERSONAL PROPERTY/FIXTURES.** Payment hereunder shall include fixtures now on or used in the Premises.

10. **DAMAGE OR DESTRUCTION OF PREMISES.** Risk of loss to the Premises subject to the terms of this Agreement, from fire or other casualty shall be borne by Seller until Closing, provided that if said Premises is substantially damaged or destroyed by fire or other casualty prior to the Closing of the transaction, the Purchaser shall either proceed with the transaction and the Purchaser shall be entitled to all insurance money, if any, payable to the Seller under any and all policies of insurance covering the Premises so damaged or destroyed, or elect to rescind the Agreement in which event all parties hereto shall be released from all liability hereunder and the deposit, if any, paid by Purchaser to Seller shall forthwith be returned. If Purchaser elects to rescind the Agreement, they shall so notify the Seller in writing within ten (10) days after the Purchaser has received written notice from Seller of such damage or destruction. Failure by the Purchaser to so notify the Seller shall constitute an election to proceed with the transaction.

11. **DEPOSIT.** The Purchaser has deposited with the Escrow Agent the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which the parties agree shall be held in trust and applied on the purchase price when the transaction is closed; or, if the Seller fails or

refuses to perform the Seller's part of this Agreement, the deposit shall be returned to the Purchaser, in full satisfaction of any and all legal or equitable claims; or, if the Purchaser fails or refuses to perform the Purchaser's part of this Agreement, subject to any contingency contained herein, said deposit shall be delivered to Seller by Escrow Agent but such retention shall not in any way prejudice the rights of the Seller in any action for legal or equitable damages, including but not limited to specific performance.

12.     **CLOSING.** Closing shall occur on or before \_\_\_\_\_. On or prior to the Closing date, the parties shall deposit in escrow all documents and all funds required to close. Closing shall be defined as the date of recording of the Deed.

13.     **POSSESSION.** Seller shall turnover possession of the Premises to Purchaser on the day of Closing

14.     **MISCELLANEOUS.**

- a. Utilities shall be borne by Seller until the date of possession.
- b. The Purchaser has examined all Premises involved and is relying solely upon such examination with reference to the condition, character and size of the land, improvements, and fixtures, if any.
- c. This Agreement constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Premises involved, or to the transaction, which have not been incorporated herein.
- d. This Agreement is personal, and no party shall assign or transfer their rights hereunder without the written consent of the other party or parties hereto.
- e. Purchaser and Seller agree that this Agreement shall be governed and construed in accordance with the laws of the State of Ohio.
- f. In order to be enforceable, this Agreement must be signed by all Purchasers and Sellers with all changes, additions, and deletions to be initialed by all Purchasers and Sellers prior to acceptance.
- g. **TIME IS OF THE ESSENCE AS TO ALL PROVISIONS OF THIS AGREEMENT.**

*[Signature Page to Follow]*

The parties have hereunto set their hands on the dates written below.

*Seller(s):*

\_\_\_\_\_  
Date

\_\_\_\_\_  
**DAVID A. BAMBECK**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**SUSAN E. BAMBECK**

*Purchaser(s):*

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT**

The Seller, **DAVID A. BAMBECK**, acknowledges receipt of the deposit of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), which shall be deposited with  
Alpha Land Title Agency, Inc., under the terms of this Agreement.

Signed this 7th day of September 2022.

Seller(s):

\_\_\_\_\_  
**DAVID A. BAMBECK**

*Purchaser(s):*

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**EXHIBIT A**

Situated in the County of Tuscarawas in the State of Ohio and in the Township of Dover:

Being Lot #626 in the Third Subdivision of Ridge Wood Development, Inc., recorded in Volume 16, Page 72, of the Plat Records of Tuscarawas County, Ohio.

*Parcel Number: 10-03236.008*

*Property Address: 2347 Kimberley Drive NW*

*Prior Reference: Volume 1292, Page 2005 of the Official Records of Tuscarawas County, Ohio*