



**CONFIRMATION OF SALE**

THIS MEMORANDUM OF SALE AND AGREEMENT,

by and between Seller: **Larry C. Updyke and Cheri L. Hannah, Co-Trustees of the Adeline H. Updyke Family Trust** and Purchaser: \_\_\_\_\_

of Rt. or Street, \_\_\_\_\_

Phone: \_\_\_\_\_ ;

**WITNESSETH:** THAT WHEREAS, the Seller has offered for sale at public online auction on **19th day of November, 2020** through HARVEY PLUS, LLC of Springfield, Ohio, the following described premises:

**KNOWN AS: 71+/- Acres, Carlisle, Ohio, Miami Township**

**Montgomery County Parcel #K50-02510-0002 - Vacant Land Parcel**

Together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public online auction and has purchased all of said property for the sum of (\$ \_\_\_\_\_).

**NOW THEREFORE,** it is agreed to the following terms: **Cash on Delivery of Deed:**

1. **DEPOSIT MONEY-** The Purchaser agrees to pay the sum of **\$10,000** upon execution of this contract, the receipt of which is hereby acknowledged by the Seller, and **balance of purchase price on delivery of deed.** Said funds shall be deposited with Harvey Plus LLC Broker. The deposit shall be applied as a credit to Buyer at closing toward the purchase price. Buyer's deposit shall be non-refundable. In the event Buyer fails to close on the property then it is agreed Seller shall retain Buyer's deposit as liquidated damages. If Seller fails to perform pursuant to the terms of this agreement then the Buyer's deposit shall be returned to the Buyer and both parties shall be released from their obligations under the Sales Contract and said contract shall thereafter be null and void.
2. **REAL ESTATE TAXES- PRO-RATED TO DATE OF CLOSING.**
3. **CLOSING -** The closing for delivery of deed and payment of the balance of the purchase price shall be held on or before 45 days of execution of this agreement. Seller agrees to execute and deliver good, sufficient marketable title. Buyer shall be responsible for all closing costs, including but not limited to: settlement/ closing fee, title search fee(s), the cost of all documentary stamps, wire fees, and other costs incident to settlement. The cost of an owner's policy of title insurance and any accompanying title insurance endorsements shall be paid by the Buyer if the Buyer elects title insurance. The Seller shall be responsible for the deed preparation fee and conveyance fee.
4. Closing to be held by CITY TITLE, Springfield, Ohio.
5. **POSSESSION -** The Seller agrees to give possession of said property, upon closing and delivery of deed. No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: **PURCHASING IN "AS IS" CONDITION.**
6. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on possession, the real estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the real estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the real estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Purchaser may terminate this Contract by written notice to Seller, and the deposit money shall be returned to Purchaser. While this contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser.
7. **AGENCY DISCLOSURE STATEMENT:** Purchasers acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable).
8. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Purchaser acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).
9. **LEAD-BASE PAINT DISCLOSURE:** Purchaser acknowledges waiving rights to a lead-base paint inspection (if applicable).
10. **FAIR HOUSING STATEMENT:** "It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes."

**IN WITNESS WHEREOF,** the parties have hereunto set their hands this \_\_\_\_\_.

Seller(s): \_\_\_\_\_

Purchaser(s): \_\_\_\_\_

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**HARVEY PLUS, LLC**

By \_\_\_\_\_