

AUCTION TERMS & CONDITIONS:

PROCEDURES: The auction will be conducted as a multi-parcel auction, meaning auction "tracts" will be offered in various amalgamations, including as 3 individual tracts, combinations of tracts, and the property as a whole. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. The property will be bid in the manner resulting in the highest total

sale price.

DOWN PAYMENT: 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

BUILDENCE OF TITLE: The Seller will provide a Preliminary Certificate of Title for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s). Seller agrees to provide merchantable title to the property subject to

Buyer(s). Seller agrees to provide merchaniane due to the property subject of matters of record. All tracts sold "As-18".

DEED: Seller shall provide a Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before September 26, 2025.

POSSESSION: Possession will be delivered at closing, subject to Tenant Farmer's

2025 crop. **REAL ESTATE TAXES:** The Real Estate Taxes shall be prorated to the date of the

closing. The Byarte is allowed to the closing the Buyer(s) shall pay all thereafter.

CAUV: If usage of property is changed, the Buyer is responsible for CAUV recoupment. Sellers have heretofore used property for agricultural purposes and its

real estate taxes have been levied and paid upon a reduced Current Agricultural Use Valuation (CAUV). The Buyer's inability or failure to qualify with the local County Auditor for the CAUV valuation for the future will result in a CAUV recoupment of the past real estate tax savings. Buyer shall be wholly responsible for and pay any CAUV recoupment to become due by Buyer's conversion of the property to a no agricultural or non-qualifying use (within the definition of Current Agricultural Use Property)

DITCH ASSESSMENTS: Buyer(s) shall pay all ditch assessments due after closing. EASEMENTS & LEASES: Sale of the property is subject to any and all easements

CRP: The Buyer of Tract 3 shall assume the obligations of the property owner under the CRP agreement, including the obligation to pay any penalty, repayment or interest due to non-compliance after closing. Buyer shall timely sign all documents required by the USDA in connection with such agreements and/or the Buyer's assumption thereof.

ACREAGE: All tract acreage, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in the auction. Any need for a new survey will be determined solely by the Seller. The cost of the survey will be split 50/50 between Buyer and Seller. The type of survey performed shall be at the Seller's option and sufficient for providing title insuran Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres. In the event that the entire property sells to one buyer there shall

PROPERTY INSPECTION: Inspection dates have been scheduled and will be staffed with auction personnel. Please feel free to inspect the land at any other time at your own risk and being careful to respect the tenant farmers' growing crops.

FAIR HOUSING: 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, refuse to negotiate for the sale or rental of housing accommodations, because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, military 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.

AGENCY: Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction tor its acturacy, errors or omissions is assumed by the scheers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

STOCK PHOTOGRAPHY: Deer photo is for illustrative purposes only and are not of the auction property.



hardwoods within the woods. There are lots of deer tracks along all edges of the woods. This tract will have access via a 30 foot owned access.

