

REAL ESTATE AUCTION

**REAL
ESTATE**

AUCTION



WED., APRIL 23, 2024

5:00 PM

**WEST ALEXANDRIA, OHIO 45381
702 WALNUT ST.**

Fixer Upper... Two Story Home with Four Bedrooms and Two Full Baths. Spacious 2 ½ Acre Lot, and a 40'x100' Metal Building.



**OPEN HOUSE
TUE., APRIL 2 from 5-6 PM
SAT., APRIL 13 from 10-11 AM**

**SHARON JONES and RICKY CORNETT
CO-EXECUTORS for
ESTATE of JERRY D. JONES**

GALLIA CO. PROBATE CASE 20211059

**Muncy
& ASSOCIATES**

AUCTIONEERS/REALTORS

937.687.1919 WWW.MUNCYSELLS.COM

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WELCOME

Dear Prospective Bidder:

It is with much enthusiasm that we approach the upcoming multi-parcel auction of **15031 Eaton Pike in West Alexandria, Ohio.** This property features a project home with loads of potential, a spacious pole barn and 2.5 acres of ground.

Muncy and Associates - Auctioneers-Realtors, along with the Executors for the Estate of Jerry Jones, has attempted to provide you with adequate inspection times and information contained in this packet to help you make a more informed purchasing decision.

It is with deep respect that we endeavor to auction this property. We have scheduled Open Houses and are available to meet with you on a private basis at most any time you may desire. Whether you are interested in bidding, or are interested in the auction method of marketing, please come be a part of this auction. The auction will be held on site.

Best Regards,

John Muncy

Muncy
& ASSOCIATES

AUCTIONEERS/REALTORS
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MUNCY & ASSOCIATES

AUCTIONEERS/REALTORS

937-687-1919



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased that you have selected Muncy & Associates to help you with your real estate needs. Whether you are selling, buying or leasing real estate. Muncy & Associates can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their web-site www.com.state.oh.us.

Representing Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "sub-agency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instruction, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency: Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Muncy & Associates: Muncy & Associates does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own Client, but Muncy & Associates and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Muncy & Associates will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent that agent and Muncy & Associates will act as dual agents, but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Muncy & Associates has listed. In this instance Muncy & Associates will represent the seller and you would represent your own interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working with Other Brokerages: When Muncy & Associates list property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Muncy & Associates does reserve the right, in some instances to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Muncy & Associates shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Muncy & Associates will be representing your interests. When acting as a buyer's agent, Muncy & Associates also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement: This agreement shall be performed in accordance with the Ohio Fair Housing Law (section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or other wise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio Law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Signature

Date

Signature

Date



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: 15031 Eaton Pike, West Alexandria, Ohio 45381

Buyer(s): _____

Seller(s): Estate of Jerry D. Jones

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 principal 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) John Muncy and real estate brokerage Muncy and Associates 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/TENANT _____ DATE _____

SELLER/LANDLORD Estate of Jerry D. Jones DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into: On this 23rd day of April 2024, by and between: Owner: Estate of Jerry D. Jones hereinafter called the Seller, and Purchaser(s): _____

Address: _____ Phone: _____

Email: _____ hereinafter called the Purchaser(s).

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale through **MUNCY AND ASSOCIATES, NEW LEBANON, OHIO** the following described Parcel: 209 E. Main St., Medway, Ohio 45341/PID: 01005000019311011

Together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day offered to purchase and has purchased all of said property as set forth above for the sum of \$ _____.

NOW THEREFORE, it is agreed as follows:

1. That the Purchaser agrees to pay the sum of \$ _____ as follows:
 - a. **\$5,000 as down payment, the receipt of which is hereby acknowledged by the Seller;**
 - b. **The sum of \$ _____ (THE BALANCE DUE) on delivery of deed.**
2. Upon presentation of this offer, Purchaser(s) has delivered to **MUNCY AND ASSOCIATES** the sum of **\$5,000** as earnest money, to be deposited in Broker's Trust Account promptly after acceptance of this offer. The earnest money shall be returned to Purchaser(s) or applied to the purchase price at closing. If the closing does not occur because of Seller's default or because any condition if this Contract is not satisfied or waived, Purchaser(s) shall be entitled to the earnest money. If Purchaser(s) defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the Trust Account only (a) in accordance with the joint written instructions of Sellers and Purchaser(s), or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money will notify the Sellers in writing that the earnest money will be returned to the Purchaser(s) unless the Sellers make a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Sellers within the 20-day period, the Broker shall return the earnest money to the Purchaser(s). If a written demand from the Sellers is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Sellers and Purchaser(s) have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant the applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.

Purchasers Initials: _____ Date: _____

Sellers Initials: _____ Date: _____

3. This agreement shall be performed in accordance with Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise make available housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, disability, or national origin; or to so discriminate in advertising the sale of rental of housing, in the finance 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.
4. Property does not sell subject to financing.
5. Taxes and Assessments to be determined by the Montgomery County Short Proration Method.
6. Should said property be damaged or destroyed prior to date of closing, Purchaser will be released from contract.
7. The closing of this matter shall occur on or about **May 31st, 2024**, and the Sellers agree to execute and deliver a good and sufficient **FIDUCIARY DEED** at said closing.
8. The Seller agrees to give possession of said property **at Closing**.
9. The Purchaser acknowledges they were permitted access for any desired inspections of property prior to the Auction, that the property is being sold in **"AS IS"** conditions with no expressed or implied warranty whatsoever. The Purchaser acknowledges receipt of copies of the following documents: **1) A Copy of this Agreement, 2) Agency Disclosure Forms, 3) Residential Property Exemption, 4) Lead Based Paint Disclosure, and 5) Bidder's Information Packet.**

IN WITNESS THEREOF, the parties hereunto set their hands this **23rd** day of **April 2024**.

Seller(s): _____ Purchaser(s): _____

We acknowledge the receipt and escrow holding of \$ _____ as indicated in items 1 and 2 above.

MUNCY AND ASSOCIATES By: _____



937.687.1919 



WWW.MUNCYSELLS.COM

WHAT CAN YOU EXPECT AS A BIDDER...

1. How do I bid?

A simple nod of the head, raising of your arm or bid card, or any other intentional movement will be fine. Our best advice is to talk to one of the auctioneers prior to the auction and express your desire to bid.

2. What is the Property Worth?

It is worth what a Buyer with knowledge will pay and a willing Seller will accept. Decide what the property is worth to you and be sure to have access to the funds, with a loan confirmation if necessary. Ultimately the public appraises the property on the day of the sale.

3. What can I expect at a Real Estate Auction?

You can usually expect the property to be sold. We will start the auction at the scheduled time and spend ten to fifteen minutes going over the Bidder's Packet and clarifying any changes. At this time any and all questions will be entertained. If you have a question during the auction, please address one of the auctioneers receiving bids and they will be more than happy to assist you. Buying Real Estate at Auction is very similar to buying pots and pans...just a little more money!



Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS



937-687-1919 • WWW.MUNCYSELLS.COM

Welcome Home...

***15031 Eaton Pike
West Alexandria, Ohio 45381***



- . **Year Built: 1919**
- . **Square Footage: 1,960**
- . **Semi-Annual Taxes: \$1,593.23**
 - . **Kitchen: 8 x 16**
 - . **Living Room: 13 x 14**
 - . **Family Room: 14 x 31**
 - . **Mud Room: 9 x 11**
 - . **Bedroom: 10 x 15**
 - . **Bedroom: 10 x 13**
 - . **Bedroom: 12 x 12**
 - . **Study: 9 x 11**
 - . **2 Baths**
 - . **40' x 100' Barn**
 - . **2.5 Acres**

Information believed to be accurate, but not warranted.

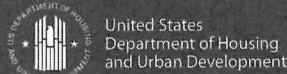


Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS





Protect Your Family From Lead in Your Home



January 2020

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

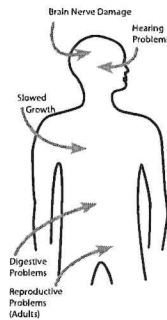
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

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Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



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What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

8

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



10

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

11

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 *Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

12

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

14

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

[Click here to view neighborhood map](#)

Owner

Name
JONES JERRY D

Mailing

Name JONES JERRY D
Mailing Address 15031 EATON PIKE
City, State, Zip WEST ALEXANDRIA, OH 45381

Legal

Legal Description 4-5-31
Land Use Description R - SINGLE FAMILY, O-9.999 AC
Acres 2.5
Deed
Tax District Name PERRY-NEW LEBANON LS

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
22-DEC-99			SOLLENBERGER JERRY LEE	SOLLENBERGER JERRY LEE AND
20-MAY-02	\$88,000		SOLLENBERGER JERRY LEE	TIETGE JAMES W JR
07-APR-04	\$130,000	200400037991	TIETGE JAMES W JR	JONES JERRY D AND
16-OCT-14		201400055701	JONES JERRY D AND	JONES JERRY D

Values

	35%	100%
Land	17,030	48,650
Improvements	46,550	133,000
CAUV	0	0
Total	63,580	181,650

Building

Exterior Wall Material	FRAME
Building Style	OLD STYLE
Number of Stories	2
Year Built	1919
Total Rms/Bedrms/Baths/Half Baths	7/4/1/0
Square Feet of Living Area	1,960
Finished Basemt Living Area (Sq. Ft.)	0
Rec Room (Sq. Ft.)	0
Total Square Footage	1,960
Basement	FULL
Central Heat/Air Cond	CENTRAL HEAT
Heating System Type	
Heating Fuel Type	ELECTRIC
Number of Fireplaces(Masonry)	0
Number of Fireplaces(Prefab)	

Current Year Special Assessments

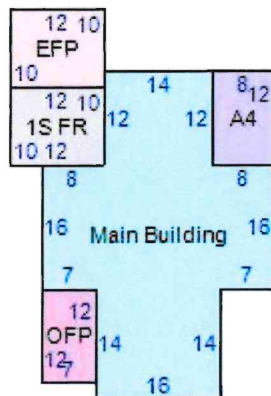
11777-APC FEE	\$21.50
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.07
11387-LITTLE FARMS DRAINAGE MAINTNCE	\$13.20
11390-LITTLE FARMS DRAINAGE CONSTRUC	\$32.72

Current Year Rollback Summary

Non Business Credit	-\$271.76
Owner Occupancy Credit	\$0.00
Homestead	\$0.00
Reduction Factor	-\$2,725.98

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half	1st Half Payments	2nd Half	2nd Half Payments	Total Currently Due
2023	\$0.00	\$0.00	\$1,593.23	-\$1,593.23	\$1,546.24	\$0.00	\$1,546.24



Item	Area
Main Building	872

OFF - 11:OFF OPEN FRAME PORCH	84
SOUND VALU - MV1:SOUND VALUE OF MISC. STRUCTURE	700
1S FR - 10:1s FR FRAME	120
POLE BLDG - AP1:FOUR SIDE CLOSED MTL POLE BLDG	4000
EFP - 12:EFP ENCL FRAME PORCH	120
1S FR - 10:1s FR FRAME	96

15031 Eaton Pike

577.5'



****DISCLAIMER:**
 This map is a visual presentation of data to be used as a public resource of general information and is provided strictly as a courtesy. The Montgomery County Auditors Office makes no warranty, representation, or guaranty as to the content, accuracy, timeliness, or completeness of any information provided herein.

Furthermore The Montgomery County Auditors Office shall assume no liability for
 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused, or
 2. Any decision made or action taken or not taken by the reader in reliance upon any information furnished hereunder.

Note: Exact property boundaries must be derived by a legal survey of the property.

1 inch = 102 ft

GIS DEPARTMENT

Loan Application Checklist

When you apply for a loan, have the following information with you will speed the processing of your loan:

1. A legible copy of the purchase agreement and addendum's signed by the Buyers and Sellers.
2. An application fee. (Call Lender for amount.)
3. A complete legal description (a copy of the last deed is preferred), also lot dimensions.
4. Social Security number(s) of all borrowers.
5. Your base annual salary. List overtime or bonus separately.
6. If you receive social security, disability income, or pension income bring a copy of a check and award certificate from that agency.
7. Borrower and co-borrower are to provide copies of past two years W-2 and a copy of most recent pay stubs.
8. Two (2) years' profit and loss statements, tax returns, and W-2's (or 1099's) are required if you are self-employed. A year-to-date profit and loss statement may be required. Where employment is commissioned (seasonal or irregular) two (2) years' tax returns and W-2's (or 1099's) are also required.
9. Bank names and addresses for each savings and checking account including amount numbers and balance in ach account.
10. Names and addresses of all employers for the past two (2) years.
11. Present housing expenses (i.e. monthly mortgage or rental payment, maintenance, all utilities).
12. List all stocks, bonds and/or certificates of deposit, etc., including their cash value on today's market. Include copies of statements.
13. Face amount and cash value of all life insurance.
14. If you presently own any real estate, please supply the following: name, address of lender, account number, original loan amount, balance on loan today. Provide same information for previously owned and paid off.
15. Complete list of all debts including auto, furniture, education loans, and charges such as department stores, bank credit cards, etc. List balance owing, monthly payment, and account - with address of lending institution.
16. If you have been divorced, provide a complete copy of your divorce decree and separation agreement.
17. A complete copy of discharge of bankruptcy, if applicant has filed for bankruptcy in the past seven years.
18. Proper documentation and information concerning current or previous suits, foreclosures, bankruptcies, etc.
19. If the property is being sold from an estate, the name and phone number of the representative and attorney handling the estate is helpful.
20. When a property is being sold through a relocation service company, supply the name and phone number of the contact agent and copies of authorization documents.
21. If applying for a VA-guaranteed loan, your discharge (Form DD-214) and Certificate of Eligibility is required. If VA and still on active duty, a statement of service and an off-base authority.
22. Some lenders require copies of cancelled checks of previous 12 mortgage payments or rental payments.



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NOTES

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