

**REAL
ESTATE**

AUCTION



TUE., APRIL 30, 2024

5:00 PM

MEDWAY, OHIO 45341

209 E. MAIN ST.

Large Lot 4/10 Acre with a Two Car 24'x26' Garage.
Nice Opportunity to Facilitate your Hobbies or
Build Your Dream Home.



OPEN HOUSE

SAT., MARCH 30 from 10-11 A.M.

TUE., APRIL 9 from 5 - 6 P.M.

AMY MARGOLIN, Owner

Muncy
& ASSOCIATES

AUCTIONEERS/REALTORS
937.687.1919 WWW.MUNCYSELLS.COM

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REAL ESTATE AUCTION

WELCOME

Dear Prospective Bidder:

It is with much enthusiasm that we approach the upcoming auction of **209 E. Main St., Medway, Ohio 45341**. Large Lot 4/10 Acre with a Two Car 24'x26' Garage. This property offers a nice opportunity to facilitate your hobbies or build a home.

Muncy and Associates - Auctioneers-Realtors, along with Amy Margolin, 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 otherwise 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: 209 E. Main St., Medway, Ohio 45341

Buyer(s): _____

Seller(s): Amy Margolin

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 Amy Margolin 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 **30th** day of **April 2024**, by and between: Owner: **Amy Margolin** 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 of 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 to 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, and 5) Bidder's Information Packet.**
- IN WITNESS THEREOF, the parties hereunto set their hands this **30th** 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

0100500019311011

4/15/2024



Hillary Hamilton
County Auditor
Clark County, Ohio
clarkcountyauditor.org

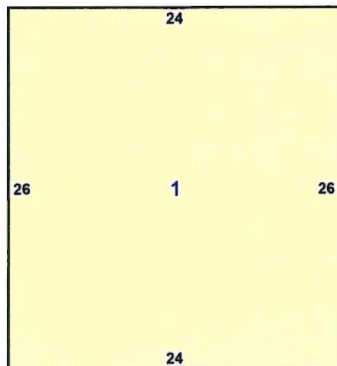
Parcel	Address	Owner	Appraised
0100500019311011 (599) OTHER RESIDENTIAL	209 E MAIN ST MEDWAY 45341 TECUMSEH LSD	MARGOLIN AMY B SOLD: 1/5/2015 \$0.00	\$7,960.00 ACRES: 0.390

Photos



0100500019311011 08/28/2017

Sketches



1
BRICK OR STONE DETAC
624 sqft

Location

Parcel	0100500019311011
Owner	MARGOLIN AMY B
Address	209 E MAIN ST MEDWAY 45341
City / Township	BETHEL TOWNSHIP
School District	TECUMSEH LSD

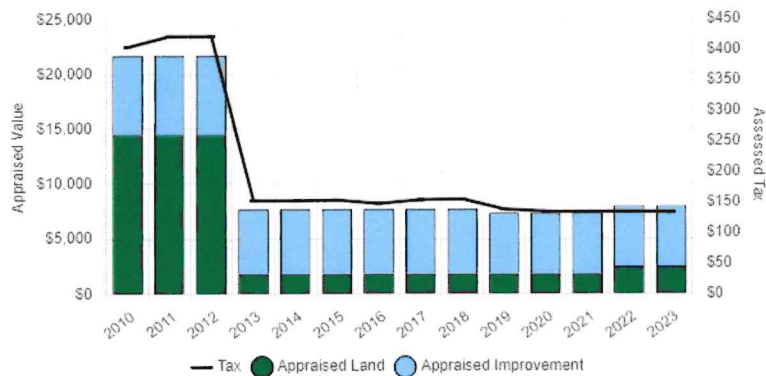
Tax Payer Address

Mailing Name	AMY B MARGOLIN
Mailing Address	205 E MAIN ST
City, State, Zip	MEDWAY OH 45341

Valuation

Year	Appraised (100%)			Assessed (35%)		
	Land	Improvements	Total	Land	Improvements	Total
2023	\$2,470.00	\$5,490.00	\$7,960.00	\$860.00	\$1,920.00	\$2,780.00
2022	\$2,470.00	\$5,490.00	\$7,960.00	\$860.00	\$1,920.00	\$2,780.00
2021	\$1,800.00	\$5,490.00	\$7,290.00	\$630.00	\$1,920.00	\$2,550.00
2020	\$1,800.00	\$5,490.00	\$7,290.00	\$630.00	\$1,920.00	\$2,550.00
2019	\$1,800.00	\$5,490.00	\$7,290.00	\$630.00	\$1,920.00	\$2,550.00
2018	\$1,800.00	\$5,900.00	\$7,700.00	\$630.00	\$2,070.00	\$2,700.00

Historic Appraised (100%) Values



Legal			
Legal Acres	0.390	Homestead Reduction	NO
Legal Description	PT N MID PT S W QR <i>(Not to be used on legal documents)</i>	Owner Occupied Reduction	NO
Land Use	(599) OTHER RESIDENTIAL	Neighborhood	010R0010
Section	19	Town	03
Range	09	Appraisal ID	
Card Count	1	Annual Tax	\$155.37

Owners	
Name	Ownership
MARGOLIN AMY B	100%

Residential
No Residential Records Found.

Permits

No Permit Records Found.

Agricultural

No Agricultural Records Found.

Commercial

No Commercial Records Found.

Improvements

Description	Card	Size (LxW)	Area	Grade	Year Built	Appraised Value	Assessed Value
(RG2) - BRICK OR STONE BLOCK DETACHED GARAGE	1	24x26	624	C	1957	\$5,490.00	\$1,920.00
Totals						\$5,490.00	\$1,920.00

Sales

Date	Buyer	Seller	Conveyance Number (Book / Page)	Deed Type	Valid	Parcels In Sale	Amount
1/5/2015	MARGOLIN AMY B	SOMMER STEPHEN D	16 (/)	CE - CERTIFICATE OF TRANSFER (PROBATE)	- Unknown	0	\$0.00
3/23/2004	SOMMER STEPHEN D	MILLER GEORGE W & GOLDIE B	1243 (/)	- Unknown	- Unknown	0	\$37,000.00
10/22/1999			4983 (/)	- Unknown	- Unknown	0	\$0.00

Land

Land Type	Land Code	Frontage	Depth	Acres	Square Foot	Value
ACREAGE	UNDEVELOPED/RESIDUAL	0	0	0.360	15,682.00	\$2,470.00
ACREAGE	RIGHT OF WAY	0	0	0.030	1,307.00	\$0.00
Totals				0.390	16,989	\$2,470.00

Tax

2023 Payable 2024

	Delinquent	First Half	Second Half	Total
Gross Tax	\$0.00	\$99.90	\$99.90	\$199.80
Reduction		-\$26.41	-\$26.41	-\$52.82
Effective Tax	\$0.00	\$73.49	\$73.49	\$146.98

Non-Business Credit		-\$6.68	-\$6.68	-\$13.36
Owner Occupancy Credit		\$0.00	\$0.00	\$0.00
Homestead Reduction		\$0.00	\$0.00	\$0.00
Net General	\$0.00	\$66.81	\$66.81	\$133.62
Special Assessments		\$10.88	\$10.87	\$21.75
CAUV Recoupment		\$0.00	\$0.00	\$0.00
Penalty And Adjustments	\$0.00	\$0.00	\$0.00	\$0.00
Taxes Billed	\$0.00	\$77.69	\$77.68	\$155.37
Payments Made	\$0.00	-\$77.69	\$0.00	-\$77.69
Taxes Due	\$0.00	\$0.00	\$77.68	\$77.68

Yearly Tax Value Summary

Year	Effective Tax	Net General	Taxes Billed
2023	\$146.98	\$133.62	\$155.37
2022	\$147.24	\$133.84	\$162.84
2021	\$148.28	\$134.30	\$177.80
2020	\$148.68	\$134.66	\$178.16
2019	\$152.82	\$138.38	\$138.38
2018	\$171.54	\$155.00	\$184.00
2017	\$170.48	\$154.04	\$183.04
2016	\$164.14	\$147.72	\$176.72
2015	\$170.10	\$153.08	\$175.83
2014	\$169.12	\$152.20	\$171.95
2013	\$169.46	\$152.50	\$169.50
2012	\$468.72	\$421.84	\$438.84
2011	\$468.78	\$421.90	\$438.90

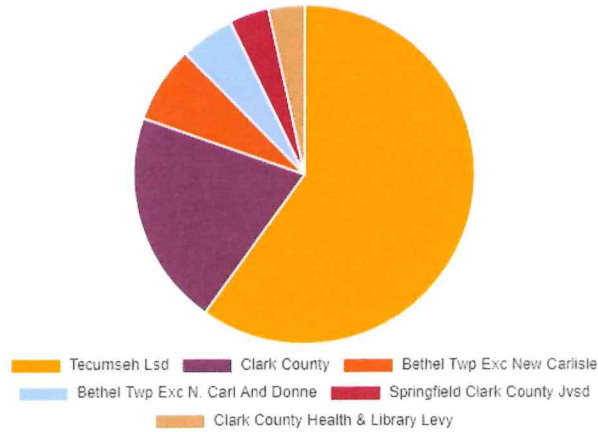
Year	Effective Tax	Net General	Taxes Billed
2010	\$448.80	\$403.92	\$419.92

Tax Payments

Payment Date	Amount
2/27/2024	\$77.69
2/16/2023	\$162.84

Tax Distribution

2023



Tax Unit Name	Levy Name	Amount	Percentage
Bethel Twp Exc N. Carl And Donne	Bethel Twp Exc N. Carl And Donne	\$6.90	5.16%
Bethel Twp Exc New Carlisle	Bethel Twp Exc New Carlisle	\$9.74	7.29%
Clark County	Clark County	\$27.44	20.54%
Clark County Health & Library Levy	Clark County Health & Library Levy	\$4.59	3.44%
Springfield Clark County Jvsd	Springfield Clark County Jvsd	\$4.98	3.73%
Tecumseh Lsd	Tecumseh Lsd	\$79.97	59.85%
Totals		\$133.62	100%

Special Assessments

Project	Notes	Amount Charged
2AD3 - MEDWAY STREET LIGHTS	MEDWAY STREET LIGHTS	\$21.75
	Total	\$21.75

NOTES

Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS



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