

REAL ESTATE AUCTION

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WED., OCTOBER 11, 2023
5:00 PM
FORT LORAMIE, OH 45845
Auction Held At: 3077 KAISER RD.

PARCEL 1: Custom Built Brick Ranch Style Home...Great Location and Includes an "Open Concept" Living Room, Kitchen and Dining Room. There are Three Bedrooms, Two Full Baths and a Utility Room. This Home has a Three Car Attached Garage, Ample Storage and a Walk-out Basement. Additionally, you will find a handsome Pole Barn with a Lean-to that Boasts Over 4500 sq. ft. This Total Package is Situated on a 2.2 +/- Acre Home Site.

PARCEL 2: 11.5780 +/- Acre Home Site...Beautiful Home Site with Great Views and Potential for a Walk-out Basement.

PARCEL 3: 1.0980 +/- Acre Home Site...Hard to Find Building Site with Wonderful Views.



OPEN HOUSE
SAT., SEPT. 16 from 10-11 A.M.
TUE., SEPT. 26 from 5-6 P.M.

OWNERS
KAREN M. SEGER, MARK R. BERGMAN,
and ROBERT J. BERGMAN



WWW.MUNCYSELLS.COM • 937.687.1919

WELCOME

Dear Prospective Bidder:

It is with much enthusiasm that we approach the upcoming auction of three parcels on Kaiser Rd. in beautiful Shelby, County, Ohio.

Muncy and Associates - Auctioneers-Realtors, along with Karen M. Seger, Mark R. Bergman and Robert J. Bergman, 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 these properties. 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
937.687.1919 WWW.MUNCYSELLS.COM



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: Kaiser Rd., Fort Loramie, Ohio 45845

Buyer(s): _____

Seller(s): Karen M. Seger, Mark R. Bergman Robert J. Bergman

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 Karen M. Seger, Mark R. Bergman DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD Robert J. Bergman 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



AUCTION COMMISSION PARTICIPATION

****FOR LICENSED REAL ESTATE AGENTS ONLY****

1. The licensee must be actively licensed in the state in which the Auction takes place. No commission will be shared with a non-licensed individual or firm.
2. The participating licensee must register his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the Auction through MUNCY & ASSOCIATES, Auctioneers, Real Estate Broker, Realtors.
3. The participating licensee must attend all viewing of property and the Auction with the prospective bidder and follow through to closing, to share a commission.
4. The participating licensee must register the prospective bidder at least 72 hours prior to the Auction.
5. No commission will be paid to any participating licensee acting as a principal and buying the property for his/her own benefit.
6. The participating licensee acknowledges receipt of this Agreement and of the Auction Bidders Packet.
7. This Agreement must include a signed Agency Disclosure Form showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
8. The participating licensee must submit on this form on Item 9 below an opening bid on his/her client's behalf. No commissions will be paid to any participating licensee who submits this form without an authorized opening bid.
9. Commission participation on this property will be offered to the successful bidder's representative based on the following scale:

2% OF YOUR BIDDER'S OPENING BID OF \$ _____

[REQUIRED]

1% OF EACH DOLLAR BID THEREAFTER LESS PRORATED SHARE OF ADVERTISING AND PROMOTION EXPENDITURES (CALCULATION TO BE PROVIDED BY MUNCY & ASSOCIATES FOLLOWING AUCTION BASED ON PRORATED PERCENTAGE OF GROSS SALE PRICE OF YOUR BIDDER'S INDIVIDUAL PARCEL(S), IF THE PROSPECTIVE BIDDER BECOMES THE SUCCESSFUL BIDDER AND CLOSSES PROMPTLY SUBJECT TO THE TERMS AND CONDITIONS AS ANNOUNCED OR AMMENDED ON AUCTION DAY.

Kaiser Rd., Fort Loramie, OH 45845
AUCTION NAME

AUCTION DATE: Wed., October 11, 2023

ADDRESS & PARCEL # (To be completed by Realtor)

Prospective Bidder (Print)

Prospective Bidder (Signature)

Prospective Bidder (Print)

Prospective Bidder (Signature)

Participating Licensee (Print)

Participating Licensee (Signature)

Real Estate Company _____

Telephone: _____

Fax: _____

Date: _____

Time: _____

This agreement accepted by MUNCY & ASSOCIATES, Auctioneers, Real Estate Brokers, Realtors, this _____ day of _____, _____.

By: _____, Member.



CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into: On this 11th day of October 2023,
by and between: Owners: Karen M. Seger, Mark R. Bergman, and Robert J. Bergman hereinafter called the
Sellers,

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 Parcels: 03-1730151.001, 03-1625200.012, and 03-1625200.013 (Check all Parcels that
apply to this Agreement):

Parcel 1 (2.2 +/- Acres; 3077 Kaiser Rd.(House/Out Buildings), Fort Loramie, OH 45845): _____

Parcel 2 (11.5780 +/- Acres; Kaiser Rd., Fort Loramie, OH 45845): _____

Parcel 3 (1.0980 +/- Acres; Kaiser Rd. Fort Loramie, OH 45845): _____

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. \$ _____ (**\$7,500-Parcel 1**) (**\$5,000-Parcel 2**) (**\$4,000-Parcel 3**) as down payment, the receipt
of which is hereby acknowledged by the Sellers;

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
\$ _____ 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 Shelby County Long 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 **November 24th, 2023**, 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 Disclosure, and 4) Bidder's Information Packet.**

IN WITNESS THEREOF, the parties hereunto set their hands this **11th** day of **October 2023**.

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

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

MUNCY AND ASSOCIATES By: _____

Purchasers Initials: _____ Date: _____ Sellers Initials: _____ Date: _____



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!

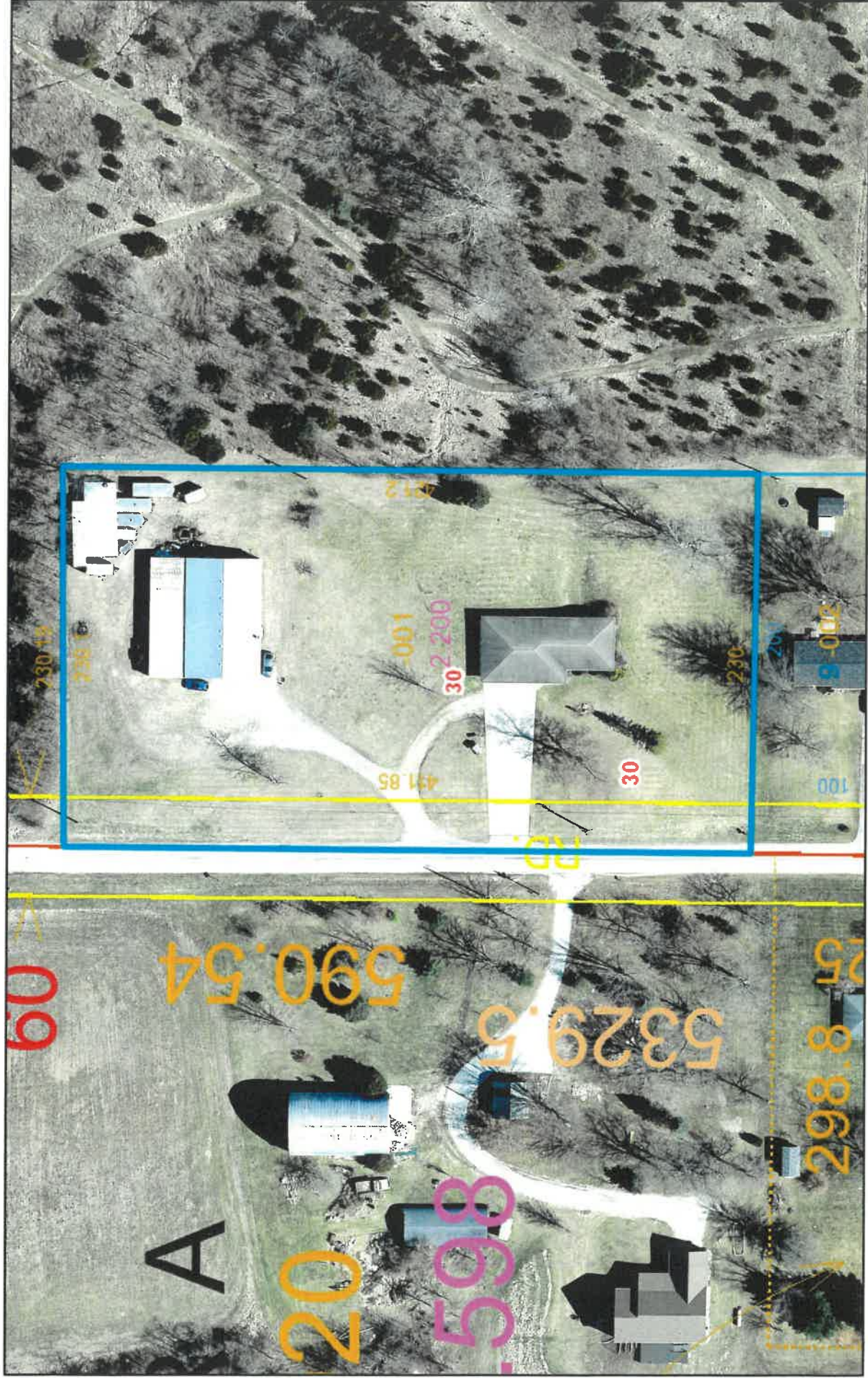


Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS



937-687-1919 • WWW.MUNCYSELLS.COM

PARCEL 1 - House, Out Buildings and 2.2 +/- Acres



9/8/2023

1:1,000

0 45 90 180 ft
0 12.5 25 50 m

Shelby County Ohio

Shelby County Ohio
Shelby County Ohio



Parcel: 03-1730151.001

Year: 2022

AMY L. BERNING

Shelby County Auditor | Shelby County, Ohio



SUMMARY

Deeded Name	MARK R BERGMAN & KAREN M SEGER & ROBERT J BERGMAN		
Owner	BERGMAN MARK R & KAREN M SEGER & ROBERT J BERGMAN	Taxpayer	BERGMAN MARK R & KAREN M SEGER & ROBERT J BERGMAN
	3077 KAISER RD		3077 KAISER RD
	FORT LORAMIE OH 45845-9747		FORT LORAMIE OH 45845-9747
Tax District	03-CYNTHIAN TWP FT LORAMIE SD LAD LFD	Land Use	510-SINGLE FAMILY DWELLING
School District	FORT LORAMIE LSD	Subdivision	
Neighborhood	00875-CYNTHIAN TWP FT LORAMIE SD		
Location	3077 KAISER RD	Legal	R05 T10 S30 PT OF NW QR 030-17-30-151-001
	FORT LORAMIE OH 45845		PLAT V10 P82
CD Year		Map Number	Routing Number
Acres	2.2000	Sold	08/15/2022
			Sales Amount 0.00

VALUE

District	03-CYNTHIAN TWP FT LORAMIE SD LAD LFD	
Land Use	510-SINGLE FAMILY DWELLING	
	Appraised	Assessed
Land	32,240	11,280
Improvement	210,120	73,540
Total	242,360	84,820
CAUV	N 0	0
Homestead	Y 25,000	8,750
OOC	Y 219,850	76,950
Taxable	242,360	84,820

CURRENT CHARGES

Full Rate	66.250000		
Effective Rate	41.734140		
Qualifying Rate	37.182245		
	Prior	First	Second
Tax	0.00	1,414.28	1,414.28
Special	0.00	3.12	3.11
Total	0.00	1,417.40	1,417.39
Paid	0.00	1,417.40	1,417.39
Due	0.00	0.00	0.00

FUTURE CHARGES

Type	Description	Amount
Special Assessments	437 MILE CREEK DITCH JOINT WITH MERCER COUNTY	2.00
Special Assessments	447 LORAMIE CREEK (RR-64)	3.23
Special Assessments	464 MIAMI CONSERVANCY DIST	1.00

TRANSFER HISTORY

Date	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
08/15/2022	Buyer: BERGMAN MARK R & KAREN M SEGER & ROBERT J BERGMAN Seller: BERGMAN ANN	524 AFFIDAVIT	\$0.00	N	3
02/27/2017	Buyer: BERGMAN ANN Seller: BERGMAN CYRIL	123 AS	\$0.00	N	3
04/29/2005	Buyer: BERGMAN CYRIL Seller: BERGMAN CYRIL	222 WA	\$0.00	N	3
04/29/2005	Buyer: BERGMAN CYRIL Seller: BERGMAN CYRIL	221 WA	\$0.00	N	3
Unknown	Buyer: BERGMAN CYRIL Seller: * NOT ON FILE *	???	\$0.00	N	1

LAND

Type	Dimensions	Description	Value
HS-HOME SITE	1.0000	Acres	26,000
SA-SMALL ACREAGE	1.2000	Acres	6,240
		Total	32,240

DWELLING

Card 1				
Style	1-CONVENTIONAL	Family Rooms	0	Heating Y
Stories	1.00	Dining Rooms	0	Cooling Y
Rec Room Area	0	Year Built	1997	Grade C
Finished Basement	0	Year Remodeled		Fireplace Openings 0
Rooms	5	Full Baths	2	Fireplace Stacks 0
Bed Rooms	3	Half Baths	0	Living Area 1,633
		Other Fixtures	0	Total Area 3,266
				Value 193,850

OTHER IMPROVEMENT

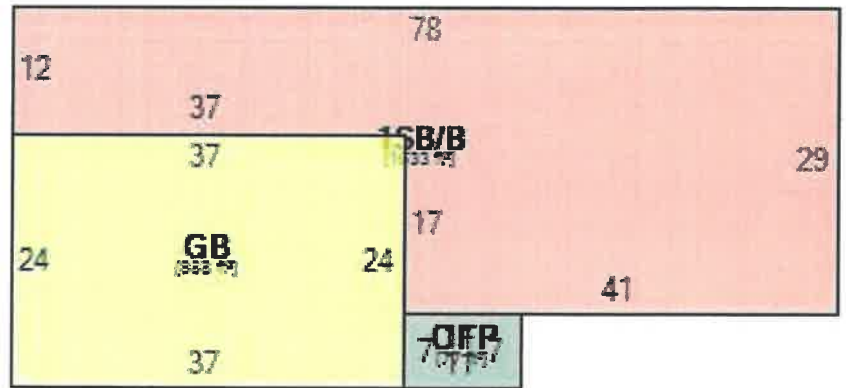
Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	11-LEAN-TO	1974		A-AVERAGE	72 X 22	Length x Width (Optional)	1,584	4,110
1	126-POLE BARN	1974		A-AVERAGE	72 X 42	Length x Width (Optional)	3,024	12,160
							Total	16,270

SKETCH

Card 1

ID	Description	Size	Floor	Floor Area (ft ²)	Living Area (ft ²)
A	1SB/B (1 STORY BRICK / BASEMENT)	1,633	First Floor	1,633	1,633
B	GB (BRICK GARAGE)	888	Basement	1,633	0
C	OFP (OPEN FRAME PORCH)	77	Total	3,266	1,633
2	126-POLE BARN	3,024			
3	11-LEAN-TO	1,584			

3 2



Welcome Home...

**3077 Kaiser Rd.
Fort Loramie, OH 45845**



- . **Year Built: 1997**
- . **Kitchen: 12 x 12**
- . **Dining Room: 12 x 12**
- . **Living Room: 16 x 15**
- . **Family Room: 17 x 22**
 - . **Office: 15 x 20**
- . **Bedroom: 11 x 14 (Walk-in Closet)**
- . **Bedroom: 12 x 14 (Double Closet)**
 - . **Bedroom: 12 x 13**
 - . **2 Full Baths**
 - . **Full Basement**
- . **3 Car Attached Garage**

Information believed to be accurate, but not warranted.



Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS





STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials KMB Date 8/10/23
Owner's Initials RTB Date 8-10-23
WBS 8/10/23

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 3077 Kaiser Road, Ft. Loramie, Ohio, 45845

Owners Name(s): Robert Karen M. Seger, Bob Bergman, Mark Bergman

Date: 8-10, 2023

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 12/11 Mark Bergman

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Private Sewer, Leach Field, Unknown, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [X] Yes [] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Repaired at vent above bathroom

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [X] Yes [] No

If "Yes", please describe and indicate any repairs completed: 3 years ago crawl space repaired leak below cement block wall repaired with plumbers concrete.

Owner's Initials KMS Date 8/10/23

Owner's Initials BTB Date 8-10-23

Purchaser's Initials Date Purchaser's Initials Date

Property Address 3071 Kaiser Road, Ft. Loramie, Ohio, 45845

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: back bedroom has water damage that is repaired

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials KMS Date 8/10/23
Owner's Initials RJB Date 6-10-23
mm 8/10/23

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 3077 Kaiser Road, Ft. Loramie, Ohio 45845

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No

1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials KMS Date 8/10/23
Owner's Initials RJB Date 8-10-23
JW 8/10/23

Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 3017 Kaiser Road, Ft. Loramie, Ohio 45845

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Karen M. Segew DATE: 8-10-23

OWNER: [Signature] DATE: 8/10/23

Robert J. Berg

8-10-23

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

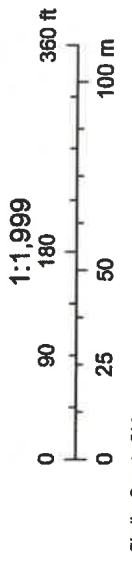
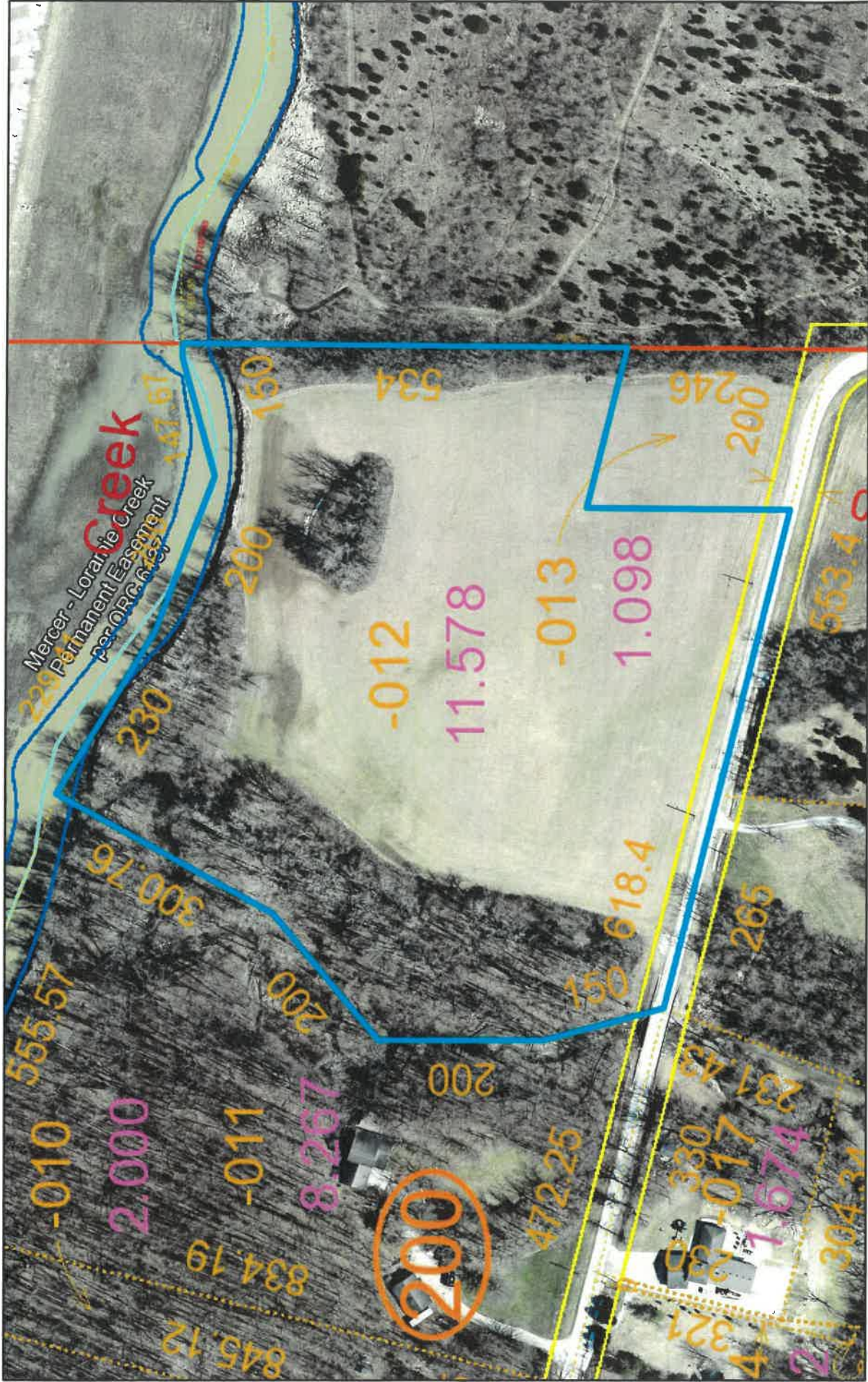
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

PARCEL 2 - 11.5780 +/- Acres



9/8/2023

Shelby County Ohio

Shelby County Ohio
Shelby County Ohio

Parcel: 03-1625200.012

Year: 2022



AMY L. BERNING

Shelby County Auditor | Shelby County, Ohio

SUMMARY

Table with property details: Deeded Name, Owner, Tax District, School District, Neighborhood, Location, CD Year, Acres, Map Number, Sold, Taxpayer, Land Use, Subdivision, Legal, Routing Number, Sales Amount.

VALUE

Table with value details: District, Land Use, Appraised, Assessed, Land, Improvement, Total, CAUV, Homestead, OOC, Taxable.

CURRENT CHARGES

Table with current charges: Full Rate, Effective Rate, Qualifying Rate, Prior, First, Second, Tax, Special, Total, Paid, Due.

FUTURE CHARGES

Table with future charges: Type, Description, Amount. Includes Special Assessments for 437 MILE CREEK DITCH, 447 LORAMIE CREEK, and 464 MIAMI CONSERVANCY DIST.

TRANSFER HISTORY

Table with transfer history: Date, Conveyance, Deed Type, Sales Amount, Valid, # of Properties. Includes transfers from 08/15/2022 to Unknown.

LAND

Table with land details: Type, Dimensions, Description, Value. Includes RD-ROAD and SA-SMALL ACREAGE.

PARCEL 3 -1.0980 +/- Acres



9/8/2023

1:1,999

360 ft
180
90
0

100 m
50
25
0

Shelby County Ohio

Shelby County Ohio
Shelby County Ohio

Parcel: 03-1625200.013

Year: 2022



AMY L. BERNING

Shelby County Auditor | Shelby County, Ohio

SUMMARY

Table with property details: Deeded Name, Owner, Tax District, School District, Neighborhood, Location, CD Year, Acres, Map Number, Land Use, Subdivision, Legal, Routing Number, Sales Amount.

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Table with future charges: Type, Description, Amount.

TRANSFER HISTORY

Table with transfer history: Date, Conveyance, Deed Type, Sales Amount, Valid, # of Properties.

LAND

Table with land details: Type, Dimensions, Description, Value.

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, ac count number, original loan amount, balance on loan today. Provide same information for pre- viously owned and paid off.
- ___ 15. Complete list of all debts including auto, furniture, education loans, and charges such as depart- ment 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 Eligi- bility is required. If VA and still on active duty, a statement of service and an off-base author- ity.
- ___ 22. Some lenders require copies of cancelled checks of previous 12 mortgage payments or rental payments.



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NOTES

Muncy
& ASSOCIATES
AUCTIONEERS/REALTORS



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