

REAL ESTATE PURCHASE CONTRACT

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell through Wigton Real Estate & Auction LLC., upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of _____ and being described as follows:

1) ON THE FOLLOWING TERMS

- A) The purchase price shall be _____ which shall be paid at closing by certified funds, subject to such adjustments and proration credits as set forth herein.
- B) Buyer is purchasing the real estate in its "as is" condition.
- C) This contract shall be contingent upon Buyer acquiring satisfactory financing within ____ days (**waived and not a contingency if number of days is not inserted**) of the acceptance date of this contract.
- D) See attached Addendum for further terms (**cross out if no addendum**).

2) POSSESSION: Possession of the property by Buyer shall be _____ (insert date).

3) EVIDENCE OF TITLE: Seller shall furnish and pay for/Buyer shall acquire and pay for, if desired by Buyer, (**cross out one**) an owner's title insurance commitment and policy. If title to all or part of the real estate is unmarketable, as determined by Ohio law, then this contract shall be void unless Seller, without additional cost, can within thirty days after written notice thereof, correct the unmarketability of title. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

4) DEED: Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens except current real estate taxes and assessments.

5) LEAD BASED PAINT INSPECTION: Buyer, at Buyer's expense, shall have _____ days (**waived and not a contingency if number of days is not inserted or home was built after January 1, 1978**) to have a lead-based paint inspection(s) and test(s). (With respect to housing constructed prior to January 1, 1978, the Seller is obligated to provide certain information and disclosures regarding lead-based paint. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. In the event that the home was built prior to January 1, 1978, Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the Lead-Based Paint and Lead-Based Hazard Disclosure Form. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspection(s) in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase). If Buyer is not, in good faith, satisfied with the results of the lead based paint inspection, then Buyer may elect, within the time period specified above, to terminate this contract by delivering written notice of such termination to Seller or to Seller's agent along with a copy of all such reports.

6) TAXES AND ASSESSMENTS: At closing, Seller shall pay or credit on the purchase price all unpaid real estate taxes and annual unpaid assessment charges which are a lien for years prior to closing and a portion of such taxes and assessments for year of closing prorated through date of closing, and if undetermined, based upon most recent available tax rate and valuation, whether certified or not. At closing Seller will/will not (**cross out one or all if not applicable**) pay or credit on the purchase price all agricultural use tax recoupments for years prior to the year of closing. (**Complete if applicable**) The real estate is subject to the following capital improvement assessment and the parties shall account for such assessment as follows: _____.

7) UTILITIES, RENTS, SECURITY DEPOSITS: Seller shall pay, through date of possession, all accrued utility charges. Adjustments shall be made through date of closing for rentals and condominium or other association periodic charges. Security deposits shall be transferred to Buyer.

- 8) DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the real estate and appurtenances shall be borne by Seller until closing and if the real estate and appurtenances are substantially damaged or destroyed, then Buyer may rescind the contract by giving written notice to Seller within 10 days of Buyer receiving written notice of the damage or destruction or by the closing date set forth in Section 12, whichever date is the earliest.
- 9) FIXTURES AND EQUIPMENT: The consideration shall include any fixtures, including storm doors and windows, shades, curtain rods, built-in appliances, attached mirrors, garage door openers, pumps, roof antennae, water-softening equipment unless leased and attached floor coverings. The following shall be excluded (**none if nothing stated**)
- 10) DEPOSIT: Buyer has deposited the sum receipted for below, which Buyer and Seller agree shall be held and applied as follows: (a) if this offer is not accepted within the time specified or if this offer is accepted and Seller fails to, refuses to, or cannot perform, or if this offer is accepted and any contingency is not fulfilled or waived, the deposit shall be returned; (b) if this offer is accepted and this transaction closed, the deposit shall be applied towards the purchase price or returned to the Buyer; (c) if this offer is accepted and Buyer fails or refuses to perform, the deposit shall be retained by Seller. The deposit is **nonrefundable** once this contract is accepted unless Seller fails to, refuses to, or cannot perform or if any contingency is not fulfilled or waived.
- 11) MISCELLANEOUS: Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of the land, improvements and fixtures, if any. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of this contract and of all provisions hereof. All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.
- 12) CLOSING: This contract shall be performed, and this transaction closed within _____ (**insert number of days**). after acceptance hereof, unless the parties agree in writing to an extension.
- 13) DURATION OF OFFER: This offer shall be open for acceptance through _____ (**insert date**).

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer's Address _____

Seller's Address _____

Phone number _____

Phone number _____

Email _____

Email _____

Seller acknowledges receipt of the deposit of _____ which shall be held by WIGTON REAL ESTATE TRUST and utilized as specified in Paragraph 10 hereof.

Deed to _____