



Dear Prospective Bidder:

We thank you for your interest in the upcoming public auction of this **Downtown Dayton Landmark Building** located at *138 W. First Street, Dayton, OH 45402*. The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing real property of all types. We welcome your participation.

We will be available at the property for our **Public Open House on Monday, June 29th from 4:00-5:30 PM**. We are also available to meet with you privately by appointment or via phone to discuss the property and the auction.

The real estate sells at Public Auction via the Timed Online Auction method, with bidding ending on **Thursday, July 9th, at 3:00 PM**. You may place online bids prior to the auction through the link that is available at our web site and/or you may bid online in real time during the auction.

Once again, we welcome your interest in this real property. The information you will find in this package is information that will be useful in your evaluation of the real property. All information contained in this Bidder Package should be deemed correct and reliable but not guaranteed. All representations are approximate, and we recommend that you verify all information presented.

Sincerely,

A handwritten signature in blue ink that reads "Nathan Sheridan".

Nathan Sheridan
Auctioneer/Realtor®

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TIMED ONLINE AUCTION

**Thursday, July 9th
Ending at 3PM**



4,275+/- SF Main Auditorium



Beautiful Stained Glass



Historic Stone Architecture



DOWNTOWN DAYTON LANDMARK BUILDING

ABOUT THE PROPERTY:

Downtown Dayton property featuring over 12,000 SF of assembly and gathering spaces including a main auditorium with wood-beamed ceilings, stained-glass windows, and pipe organ. The property is also fully fitted with extensive support facilities onsite. Located in Dayton's Central Business District.

Property Features

- Over 17,000 SF of Assembly & Gathering Space
- Approx. 4,275 SF Main Auditorium
- Downtown Dayton Central Business District Location
- Multiple Offices, Classrooms & Meeting Rooms
- Historic Stone Architecture & Bell Tower
- Adjacent to Sufficient Parking, and Other Downtown Amenities

CALL FOR MORE INFORMATION

 **(937) 766-2300**

 **info@SheridanTeam.com**

 **www.SheridanTeam.com**



17,000+ SF of Assembly Gathering, & Support Facilities

FACILITIES

- Approx. 4,275 SF Main Auditorium
- Approx. 2,280 SF Chapel / Fellowship Hall
- Approx. 1,125 SF Kitchen Facilities
- Approx. 2,550 SF Lower-Level Assembly Area
- Approx. 2,000 SF Lower-Level Gathering Space
- Approx. 1,350 SF Upper-Level Assembly Room
- Multiple Offices, Classrooms & Meeting Rooms
- Seven Restrooms

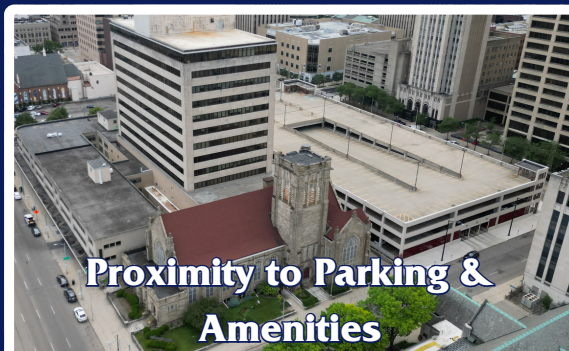
VISIT US ON THE WEB TO DOWNLOAD THE FULL BIDDER PACKAGE.

📍 200 Parkview Lane, Cedarville, OH 45314

☎ (937) 766-2300

✉ info@SheridanTeam.com

10% Buyer Premium applicable. Full terms online.



Building Summary

- Approx. 0.45 Acres
- CBD Zoning
- 17,000+ SF of Gathering Areas
- Seven Restrooms
- Schlicker Pipe Organ
- 13-Bell Verdin Chime System
- Multiple Offices & Classrooms
- Adjacent Public Parking Resources

Downtown Dayton Landmark Building

Downtown Dayton CBD ♦ 4,275 sqft Main Auditorium ♦
Extensive Gathering Facilities ♦ Soaring Wood-Beamed Sanctuary
Bidding Ends: Thursday ♦ July 9th ♦ 3:00 PM

TIMED ONLINE AUCTION

138 W. First St, Dayton, OH 45402

Corner of W. First Street & N. Wilkinson Street

Downtown Dayton property featuring early-20th-century stone construction, a prominent bell tower, and approximately 0.45 acre at the corner of W. First St. and N. Wilkinson St. The property includes an approximately 4,275 SF main sanctuary / auditorium with soaring wood-beamed ceilings, extensive stained-glass windows, original wood pews, decorative fixtures, and a pipe organ. Additional facilities include an approximately 2,280 SF chapel/fellowship hall, approximately 1,125 SF kitchen, multiple classrooms, meeting rooms, administrative offices, choir loft, and substantial lower-level assembly space. Located in Dayton's Central Business District, the property provides extensive gathering, assembly, church and worship, and support facilities within a highly recognizable historic structure.



Visit us on the web or contact Auction Agents for complete Bidder Package.

REAL ESTATE SALE TERMS

Bidding Procedure: The property will sell to the highest bidder subject to confirmation of the Seller.

Buyer Premium: 10% Buyer Premium applicable (e.g. $Bid Price + Buyer Premium = Final Contract Price$).

Auction Timeframe: Bidding will end Thursday, July 9th, 2026, at 3:00 PM subject to Automatic Bidding Time Extension.

Acceptance of Bid Prices: Purchaser will sign the *Confirmation of Sale Agreement* via electronic signature or in person promptly upon presentation from Auctioneer and within 24 hours of auction close.

Down Payment: The successful bidder agrees to deliver to Auctioneer via overnight mail, wire transfer (plus \$45 wiring fee), or personally delivered funds the down payment of \$20,000 within 24 hours of the auction's completion. Personal delivery may be made at 200 Parkview Lane, Cedarville, Ohio. All funds will be paid for in U.S. funds. Bidding IS NOT CONDITIONAL UPON FINANCING. No VA, FHA, or USDA loans allowed.

Real Estate Taxes: Taxes will be prorated to date of closing using the short proration method.

Transaction Closing Date: On/before August 23, 2026. Purchaser will pay customary portion of closing costs at closing.

Possession: On or about date of closing.

Agency: SHERIDANS and its representatives are Exclusive Sales Agents for the Seller.

Disclaimer & Absence of Warranties: All information contained in this brochure and all related materials is subject to the terms and conditions outlined in the Confir-

mation of Sale Agreement. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are made by the Seller or the Auction Company. Each bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding. The information contained in this auction marketing information is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Seller nor the Auction Company assumes liability for its accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the sole direction and discretion of the Auctioneer. The Seller and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final.

Visit us online for complete Bidder Package



SHERIDANS
LLC

www.SheridanTeam.com

(937) 766-2300

(Toll Free) 1.866.282.8284



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DOWNTOWN DAYTON LANDMARK BUILDING

Property Information Summary

Property Address

138 W. First St.

Dayton, OH 45402

Property Type

Historic Church / Assembly Facility

PROPERTY INFORMATION

Item	Information
Site Size	Approx. 0.45 Acre
Zoning	Central Business District (CBD)
Utilities	Public Water, Public Sewer, Natural Gas
Accessibility	Accessible Ramp Entrance; Accessible Restrooms on First Floor
Restrooms	7 Total

LOCATION

Located at the corner of W. First St. and N. Wilkinson St. in Downtown Dayton. The property is surrounded by office, institutional, commercial, and parking facilities within Dayton's Central Business District.

BUILDING OVERVIEW

Historic stone masonry structure featuring a prominent bell tower, extensive stained-glass window assemblies, a wood-beamed auditorium ceiling, original wood pews, decorative fixtures, a Schlicker pipe organ, and a 13-bell chime system.

NOTABLE FEATURES

Feature	Description
Pipe Organ	Schlicker Organ Co., Inc. – Buffalo, New York
Bell System	13-Bell Chime System Manufactured by the Verdin Bell Company – Cincinnati, Ohio
Windows	Extensive Stained-Glass Window Assemblies
Seating	Original Wood Pews
Architecture	Historic Wood-Beamed Ceiling
Exterior	Prominent Stone Bell Tower

BUILDING LAYOUT SUMMARY

- First (Main) Floor: Main Auditorium, Choir Loft, Chancel/Stage Area, Chapel/Fellowship Hall, Kitchen, Administrative Offices, and Entry Areas
- Second Floor: Assembly Room, Conference Room, Offices, and Classrooms
- Lower Level: Assembly Area, Gathering Space, Facility Manager's Office, and Eight Alcoves

FIRST (MAIN) FLOOR

Area	Approx. SF	Dimensions
Main Auditorium	4,275 SF	75' x 57'
Choir Loft	300 SF	30' x 10'
Chancel / Stage Area	450 SF	30' x 15'
Front Foyer	765 SF	45' x 17'
Northeast Entry	225 SF	15' x 15'
Northwest Entry	289 SF	17' x 17'
Wilkinson Street Foyer	594 SF	27' x 22'
Chapel / Fellowship Hall	2,280 SF	57' x 40'
Kitchen	1,125 SF	45' x 25'
Room Adjacent to Choir Loft	180 SF	12' x 15'
Additional Room	256 SF	16' x 16'
Hall Office	192 SF	16' x 12'
Administrative Office	360 SF	15' x 24'
Pastor's Office	330 SF	30' x 11'
Secretary's Office	160 SF	16' x 10'
Accessible Entrance Area	182 SF	14' x 13'

SECOND FLOOR

Area	Approx. SF	Dimensions
Assembly Room	1,350 SF	50' x 27'
Conference Room	442 SF	26' x 17'
Office	182 SF	14' x 13'
Office	352 SF	16' x 22'
Classroom	555 SF	15' x 37'
Classroom	255 SF	17' x 15'

LOWER LEVEL

Area	Approx. SF	Dimensions
Facility Manager's Office	144 SF	12' x 12'
Gathering Space	2,000 SF	50' x 40'
Assembly Area	2,550 SF	85' x 30'
Eight Alcoves (Each)	180 SF	15' x 12'

RESTROOMS

Level	Quantity
First Floor	2
Second Floor	2
Lower Level	3
Total	7

ASSEMBLY & GATHERING AREAS

Area	Approx. SF
Main Auditorium	4,275 SF
Chapel / Fellowship Hall	2,280 SF
Upper-Level Assembly Room	1,350 SF
Lower-Level Assembly Area	2,550 SF
Lower-Level Gathering Space	2,000 SF
Total Major Assembly & Gathering Areas	12,455 SF

HISTORIC DESIGNATION

The property is individually listed on the National Register of Historic Places (1983). According to information provided by the City of Dayton, the property is not designated as a local historic landmark and is not located within a local historic district.

ZONING

The property is located within Dayton's Central Business District (CBD) zoning district.

CBD Zoning Information

[City of Dayton Zoning & Administration \(www.DaytonOhio.gov\)](http://www.DaytonOhio.gov)

DISCLAIMER

Room dimensions, areas, capacities, and other property information were obtained through on-site measurements and observations and are believed to be accurate but are not guaranteed. Prospective purchasers are responsible for conducting their own inspections, investigations, and due diligence regarding all aspects of the property prior to bidding.



WHAT YOU CAN EXPECT AS A BIDDER . . .

1. How do I bid?

It's simple. Visit our website for access to this auction's bidding portal. Once in the bidding portal, register to bid by completing our online bidding registration. After you register, someone from the Auction Company will contact you by phone to authenticate and activate your account. Bids cannot be made until your account is authenticated, so please register as soon as possible. Our offices are closed on weekends, so contact during that time is limited. Our best advice is to talk to one of our Auction Agents prior to the end of the online auction and express your desire to bid. We're happy to work with you throughout the process.

2. What is the Property Worth?

The Property is worth what a knowledgeable Buyer will pay and a willing Seller will accept. We will attempt to the best of our ability to provide you with the information needed to determine how the property compares to other properties that have sold in the area or similar market. Decide what the property is worth to you and be sure to have access to the funds necessary to complete the transaction, with a loan confirmation if necessary. Ultimately the market appraises the property by what bidders bid. Please remember that there is a 10% Buyer Premium added to your final high bid to form the final contract price. Be sure to bid accordingly!

3. What Can I Expect from an Online Real Estate Auction?

You can typically expect the property to be sold. We want to provide you with any information that will make your decisions to bid or not to bid as clear as possible. Ask a lot of questions and know the process. Buying real estate via any type of auction is very similar to buying antiques at auction – just a little more money!

4. What happens if I am the high bidder?

If the auction is advertised as an "Absolute Auction", then the property will sell to the highest bidder regardless of price. If the terms of sale specify that the sale is "subject to confirmation of the seller," the seller has established a non-disclosed minimum reserve that must be met for the property to sell. One of our Auction Agents will contact you immediately following the close of bidding to notify you of the results if you are the high bidder.

5. Can I obtain financing for the purchase?

The required closing date is provided in the terms of sale on the accompanying brochure and *Confirmation of Sale* purchase agreement located at the back of this Bidder Package. We typically provide 30 to 45 days to close, and during this time, you are able to obtain financing for the purchase. However, it is important to note that there are no financing, inspection, or other contingencies provided in the purchase agreement, so you need to be confident you can obtain financing for your bid amount. Certain types of financing, such as VA, FHA, USDA, or other non-conventional loans, may have appraisal and inspection contingencies that are not compatible with the auction terms. Before you bid, please consult our Auction Agents to inquire about financing options that are permitted for this property.



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 = 263 ft

GIS DEPARTMENT



Printable page

PARID: R72 00201 0001
PARCEL LOCATION: 138 1ST ST W

NBHD CODE: C1500000

[Click here to view neighborhood map](#)

Owner

Name	LUTHERAN FIRST EVANGELICAL CH
------	-------------------------------

Mailing

Name	FIRST EVANGELICAL LUTHERAN CH
Mailing Address	138 W 1ST ST
City, State, Zip	DAYTON, OH 45402 1101

Legal

Legal Description	68 FIRST & WILKINSON
Land Use Description	E - CHURCHES ETC PUBLIC WORSHIP PRIVE
Acres	.45
Deed	1976-00393B003
Tax District Name	DAYTON CITY

Values

	35%	100%
Land	1,370	3,920
Improvements	581,760	1,662,180
CAUV	0	0
Total	583,130	1,666,100

Current Year Special Assessments

41100-MCD/AP MCD/AQUIFER PRES SUBD	\$9.45
41003-MCD CAPITAL	\$1,189.84
11777-APC FEE	\$196.63
41000-M.C.D. MIAMI CONSERVANCY DIST	\$3,985.94

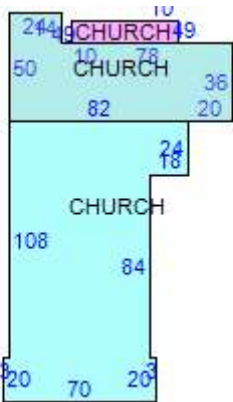
Current Year Rollback Summary

Non Business Credit	\$0.00
Owner Occupancy Credit	\$0.00

Homestead	\$0.00
Reduction Factor	\$0.00

Tax Summary

Year	Prior Year	Prior Year Payments	1st Half	1st Half Payments	2nd Half	2nd Half Payments	Total Currently Due
2025	\$0.00	\$0.00	\$5,283.55	-\$5,283.55	\$98.31	-\$98.31	\$0.00



Item	Area
CHURCH - EC1:CHURCH	12752
CHURCH - EC1:CHURCH	490
CHURCH - EC1:CHURCH	4008

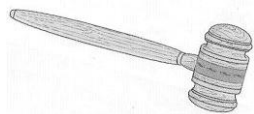
Buyer Agent

Online Auction Instructions

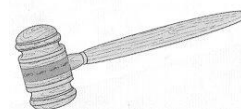


We are happy to co-op with Buyer's Agents for our Timed Online Auctions of Real Estate Listings. Below are basic instructions and procedures for Buyer's Agents for our online auctions.

1. Before your client registers to bid for our Online Auction Real Estate Listings, it is imperative that Buyers' Agents register your clients by fully completing and submitting the attached Commission Participation Form to the Listing Broker. It is important that this form is filled out completely because your share of the Broker commission could be affected for incomplete information.
2. A Bidder Package is available for each property being sold by Online Auction. The Bidder Package can be obtained by downloading from the MLS listing or from the specific Online Auction Listing at www.SheridanTeam.com. The Bidder Package will include a brochure with the Terms of Sale, along with the required property disclosures and other pertinent information about the property, including the contract documents that will be used for the transaction.
3. All properties sold by **SHERIDANS** via Online Auction are sold in "AS IS" condition (unless otherwise stated) and contracts are not contingent on inspections, financing, or any other contingency.
4. To register to bid, all prospective buyers can visit www.SheridanTeam.com and go to the specific auction listing where a link is available to enter the online auction for registration and bidding. After a prospective buyer registers to bid, a representative from the Auction Company will first have to confirm the identity of the registrant via phone call before his/her account is activated to bid.
5. Once a bidder's account is authenticated and activated by the Auction Company and once the Timed Online Auction begins, individual bids can be entered along with "max bid" amounts. Max bids are not visible to the Seller or other bidders. Max bids protect the bidder from being outbid up to the max bid amount entered by the bidder.
6. Increments of bidding are at the discretion of the Auction Company and cannot be modified by registered bidders.
7. When approaching the timed close of bidding, any bids entered during the final five (5) minutes will automatically add an additional five minutes from the time the new bid is entered. If this occurs, the timed online auction will continue past the advertised ending time until a span of five (5) minutes passes with no bids. For this reason, we do not recommend waiting until the final seconds of the online auction since computer and Internet delays can result in your bid not being received by the timed deadline.
8. For bidders represented by a Buyer's Agent, all correspondence and questions from the bidder should be handled through the Buyer's Agent, and no communication should be made directly to the Auction Company.
9. The Auction Company assumes no responsibility for computer, Internet, or software malfunctions or delays.



SHERIDANS LLC



BUYER'S AGENT REGISTRATION FORM ***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 **SHERIDANS LLC**
3. The participating licensee must attend all viewings 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 **24 hours prior** to the Auction.
5. The participating licensee acknowledges receipt of this Agreement and of Auction Bidder Package.
6. This Agreement must include a signed **Agency Disclosure Statement** showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
7. Commission participation on this property will be offered to the successful bidder's representative based on the following scale: **3% OF YOUR BIDDER'S FINAL BID** if the prospective bidder becomes the successful bidder and closes promptly subject to the terms and conditions as announced or amended on Auction day.
8. **PLEASE NOTE: SHERIDANS LLC** is happy to split a commission with any Broker who develops a purchaser for this auction; however, we do reserve the right to disallow commission participation for any purchaser with whom we have already developed contact prior to the submission of this form, and, in particular, when the purchaser (during communications with **SHERIDANS LLC**) did not declare representation by a qualified Agent or Broker.

Property Identification: Downtown Dayton Landmark Building: 138 W. First Street, Dayton, Ohio 45402

Timed Online Auction End Date: July 9, 2026

(please indicate)

Prospective Bidder _____ (Print)

Prospective Bidder _____ (Signature)

Participating Licensee _____ (Print)

Participating Licensee _____ (Signature)

Real Estate Company _____

Telephone: _____

Fax: _____

Date: _____

Time: _____

9. This agreement accepted by **SHERIDANS LLC** this _____ day

of _____, 2026.

By: _____, Member

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

(Effective 10/24/2024)



We are pleased you have selected **SHERIDANS** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **SHERIDANS** 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 that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Representing the 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 also offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers: 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 instructions, 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. All buyers working with an agent must sign a written agency agreement prior to any of the following: touring of, or making an offer for, any residential property, or signing a residential lease of 18 months or longer. This agreement must include expiration dates, fair housing information, relationship exclusivity, and terms of compensation, as well as a conspicuous statement that broker fees and commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

Dual Agency: Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client or disclose any personal or 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 confidentiality of both parties.

Working With SHERIDANS: **SHERIDANS** does represent both buyers and sellers. When **SHERIDANS** lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a **SHERIDANS** agent, all of the agents represent that buyer. Therefore, when a buyer represented by a **SHERIDANS** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true

whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by **SHERIDANS** agents, these agents and **SHERIDANS** will act as a dual agent but only if both parties agree. As a dual agent, 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 will 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 that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **SHERIDANS** has listed. In that instance, **SHERIDANS** will represent the seller and you would represent your own best 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: **SHERIDANS** does offer representation to both buyers and sellers. When **SHERIDANS** lists property for sale, it may elect to cooperate with, and offer compensation to, other brokerages that represent buyers. **SHERIDANS** 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 **SHERIDANS** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be looking out for the buyer and **SHERIDANS** will be representing your interests.

When acting as a buyer's agent, **SHERIDANS** 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

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, 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 as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

Blockbusting is illegal and defined as, 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.

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 to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Printed Name

Signature

Date

Printed Name

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: _____

Buyer(s): _____

Seller(s): _____

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) _____ and real estate brokerage _____ 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 _____ 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



**Department
of Commerce**

Division of Real Estate
& Professional Licensing





CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at (village) Cedarville, Ohio, this 9TH day of July, 2026, by and between The Executive Committee of the Southern Ohio Synod Council, Joshua Brodbeck, COO (Seller), hereinafter called the Seller, and:

NAME _____
ADDRESS _____
CITY/ST/ZIP _____
PHONE _____
E-MAIL _____

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and sold at Public Auction through **SHERIDANS LLC**, Cedarville, Ohio, (Broker) the following described premises: 138 W. First Street, Dayton, OH 45402 (PID R72 00201 0001), together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid in at Auction and has agreed to purchase all of said property for the total contract price of \$ _____ broken down as follows:

Bid Price: \$ _____
Buyer Premium: + \$ _____
Total contract Price: \$ _____.

NOW THEREFORE, it is agreed as follows:

1. **PRICE:** That Purchaser agrees to pay the total sum of \$ _____ as follows:
 - a. \$ 20,000 as down payment, the receipt of which is hereby acknowledged by the Seller;
 - b. \$ _____ (THE BALANCE DUE) on delivery of deed.
2. **EARNEST MONEY:** Upon presentation of this offer, Purchaser has delivered to **SHERIDANS LLC**, the sum of \$20,000 as earnest money, to be deposited in the Broker's trust account within 24 hours (one day) after acceptance of this offer. Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations: The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer with no further notice to the Seller. The earnest money shall be returned to Purchaser or applied on 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 shall be entitled to the earnest money. If Purchaser 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 Seller and Purchaser, 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 may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes 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 Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser 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 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.

Seller's Initials: _____ / _____ Purchaser's Initials: _____ / _____

3. **Fair Housing:** 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 deny or make unavailable 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 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 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. **DEED:** Seller shall furnish a transferable and recordable **Warranty** deed conveying to Purchaser, or nominee, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination) with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances, except (a) legal highways, (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record which would not prevent Purchaser from using the Property for the following purpose: **N/A**. If title to all or part of the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or such matters within 10 days after receipt of written notice from Purchaser, and if necessary the closing date shall be extended to permit Seller the full 10 days to clear title. Seller shall have the right at closing to pay for the removal of any encumbrances or liens out of the purchase price. The cost of any title examination and title insurance shall be borne by Purchaser.
5. **Real Estate Taxes:** Taxes will be prorated to date of closing using **Short** proration method.
6. **AS IS:** Seller and Purchaser acknowledge that Purchaser has bid on the property at Auction and is entering into this contract based on the property's current "AS IS" condition with no financing or any other purchaser contingencies, and that Seller makes no warranties, expressed nor implied, about the property other than what has been stated in marketing information provided by Seller through the date of the Auction.
7. **CLOSING:** Closing will occur on or before **August 23, 2026**. Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by **Aspen Land Title Agency located at 2369 Lakeview Drive, Beavercreek, OH 45431**.
8. **POSSESSION:** Buyer shall take possession date of closing.
9. **SOLE CONTRACT:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed.
10. **GENERAL PROVISIONS.** Upon acceptance, this offer and any attached addenda shall become a complete agreement binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all of the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Purchaser is accepting the Property "AS IS" in its present condition. All representations, warranties and agreements in this Contract shall survive the closing. Any word used in this offer and the acceptance thereof shall be construed to mean either singular or plural as indicated by the number of signatures hereto.
11. **BINDING ARBITRATION:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
12. **BROKER LICENSE:** Broker and Auction Company are licensed by the Division of Real Estate and Professional Licensing, Department of Commerce and are bonded in favor of the State of Ohio.
13. **OTHER:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except _____

IN WITNESS WHEREOF, the parties hereunto set their hands this **9TH** day of **July 2026**.

Seller: _____

Purchaser: _____

We acknowledge the receipt and escrow holding of **\$20,000** as indicated in items 1 and 2 above.

By: _____, Member

SHERIDANS LLC

Notes

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.