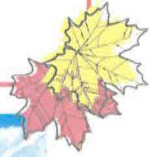




# 3 Suite Professional Building

1150 & 1160 Niles Cortland Road, Niles, OH 44446 | MLS# 11204344 | \$250,000



6958 Sq. Ft. - 1 Full And Six 1/2 Baths - 25,100 Sq. Ft. Parking Lot With 50 Parking Spaces

This well maintained, 3 suite, professional office building, located just south of the Eastwood Mall, is being offered at public auction due to the retiring doctor who occupied the 2989 sq. ft. suite. The building has a total of six 1/2 baths and one full bathroom. All 3 suites have both front and rear entrances from the large 25,100 sq. ft. parking lot with 50 parking spaces. There have been many recent improvements including a new 30 year architectural grade shingle roof in 2011, a new large sandstone retaining wall in the front parking lot in 2015, new HVAC units in 2020 and 2022, and parking lot seal coated and the front stripped in 2023. The electrical service is 600 amp, 3 phase. All bidding will take place on the listing brokers website ([www.ARESListings.com](http://www.ARESListings.com)) with a minimum opening bid of only \$250,000 plus a 10% Buyers premium which would make a contract price of \$275,000. This building would also suit the needs of an insurance company, accounting firm, or attorneys offices.



J Paul Basinger

CCIM, GRI, SRES

330-540-6582 | 330-330-8950 | [jpaul@AmericanRESpecialists.com](mailto:jpaul@AmericanRESpecialists.com)

American Real Estate Specialists | <http://www.ARESListings.com>

226 Boardman Canfield Rd, Youngstown, OH 44512-4805



**Summary**

Parcel Number **25-219940**  
 Map Number 063 00300  
 Location Address 1150 1160 NILES CORTLAND  
 Acres 1.25  
 Legal Description 5 20 1.28A PT NILES CORTLAND RD  
 (Note: Not to be used on legal documents.)  
 Land Use 442 - Medical clinics and offices  
 (Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)  
 Neighborhood 34200 - NILES CITY  
 City NILES CITY  
 Township  
 School District NILES CSD  
 Homestead Reduction: No  
 Owner Occupancy No  
 Credit:  
 Foreclosure No  
 Board of Revision No



**Owners**

Owner Address COLLEEN M NOVOSEL TRUSTEE  
 Tax Payer Address COLLEEN M NOVOSEL TRUSTEE  
 1980 TWIN OAKS DR  
 GIRARD OH 44420

**Valuation**

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$50,700	\$50,700	\$50,700	\$50,700	\$50,700
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$392,500	\$392,500	\$392,500	\$392,500	\$392,500
<b>Total Value (Appraised 100%)</b>	<b>\$443,200</b>	<b>\$443,200</b>	<b>\$443,200</b>	<b>\$443,200</b>	<b>\$443,200</b>
Land Value	\$17,750	\$17,750	\$17,750	\$17,750	\$17,750
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$137,380	\$137,380	\$137,380	\$137,380	\$137,380
<b>Total Value (Assessed 35%)</b>	<b>\$155,130</b>	<b>\$155,130</b>	<b>\$155,130</b>	<b>\$155,130</b>	<b>\$155,130</b>

**Land**

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Base Rate	Unit Rate	Adjusted Rate	Appraised Value (100%)
L1 - Front Lot Entry	0.8142	173	173	205		250	250	250	\$47,490
L2 - Back Lot Entry	0.4362		200	95		59.55	59.55	59.55	\$3,180
<b>Total</b>	<b>1.2504</b>								<b>\$50,670</b>

**Buildings**

Card 1  
 Occupancy Type Code 341  
 Description Medical Office  
 Year Built 1977  
 Year Remodeled 0  
 Unit Count 0  
 Section Id 001  
 Section Number 1  
 Section Area 6958  
 Wall Height 9  
 Section Story Count 1

**Additions**

Card 1

Addition Code	Description	Base Area	Year Built	Appraised Value (100%)
632	Superstructure	32	0	\$1,024
632	Superstructure	30	0	\$960
632	Superstructure	152	0	\$7,041

**Improvements**

Card 1

Improvement Code	Description	Length	Width	Total Area	Year Built	Appraised Value (100%)
1	Garage Frame	24	20	480	2001	\$6,900
525	B.T. Paving	0	0	25,110	1977	\$25,100
<b>Total</b>						<b>\$32,000</b>

**Sales**

Sale Date	Sale Price	Seller	Buyer	No. of Properties
7/3/2019	\$0	COLLEEN NOVOSEL	COLLEEN M NOVOSEL TRUSTEE	1
1/1/1990	\$0	CARL R GILLETTE TR	COLLEEN NOVOSEL	0
1/1/1990	\$0	Unknown	CARL R GILLETTE TR	0

**Recent Sales In Area**

Sale date range:

From:

07/25/2020

To:

07/25/2023

Search by Neighborhood

1500 Feet

Search by Distance

**Tax Rate**

Full Tax Rate: 72.950000  
 Effective Tax Rate: 61.232406

**Tax Detail**

*Delinquent payments made after the July due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.*

Tax Year  
 (click for detail)

- 2022 Pay 2023
- 2021 Pay 2022
- 2020 Pay 2021
- 2019 Pay 2020

	Delinquent	1st Half	2nd Half	Total Due
2022 Pay 2023	\$0.00	\$4,749.49	\$4,749.49	\$4,749.49
2021 Pay 2022	\$0.00	\$4,967.16	\$4,967.16	\$0.00
2020 Pay 2021	\$0.00	\$5,102.10	\$5,102.10	\$0.00
2019 Pay 2020	\$0.00	\$5,172.79	\$5,172.79	\$0.00

**Pay Your Taxes Online**

Delinquent: \$0.00  
 1st Half: \$0.00  
 2nd Half: \$4,749.49  
 Amount to Pay: \$4,749.49

Pay Online

**Tax History**

Detail:

Tax Year	Type	Category	Description	Amount	Bal Due
2022 Pay 2023	Property Tax Detail	Tax	1st half tax	\$4,749.49	\$0.00
2022 Pay 2023	Property Tax Detail	Tax	2nd half tax	\$4,749.49	\$4,749.49
2021 Pay 2022	Property Tax Detail	Tax	1st half tax	\$4,967.16	\$0.00
2021 Pay 2022	Property Tax Detail	Tax	2nd half tax	\$4,967.16	\$0.00
2020 Pay 2021	Property Tax Detail	Tax	1st half tax	\$5,102.10	\$0.00
2020 Pay 2021	Property Tax Detail	Tax	2nd half tax	\$5,102.10	\$0.00
2019 Pay 2020	Property Tax Detail	Tax	1st half tax	\$5,172.79	\$0.00
2019 Pay 2020	Property Tax Detail	Tax	2nd half tax	\$5,172.79	\$0.00
2018 Pay 2019	Property Tax Detail	Tax	1st half tax	\$5,142.66	\$0.00
2018 Pay 2019	Property Tax Detail	Tax	2nd half tax	\$5,142.66	\$0.00

Total:

Tax Year	Amount	Bal Due
2022 Pay 2023	\$9,498.98	\$4,749.49
2021 Pay 2022	\$9,934.32	\$0.00
2020 Pay 2021	\$10,204.20	\$0.00
2019 Pay 2020	\$10,345.58	\$0.00
2018 Pay 2019	\$10,285.32	\$0.00

**Levy Estimator**

**DISCLAIMER:** The calculations listed below are estimates of proposed property tax levies that are to be voted on in an upcoming election. The estimated tax amounts are based on the current tax duplicate and do not reflect potential changes in value\*\* or adjustments to the tax rate. Please note that there are many factors that may impact property taxes and actual amounts may differ if the levy is approved by the voters.

\*\* Any change in value for a future year will not be reflected in this estimate. This would include changes due to a Revaluation, Triennial Update, BOR, New Construction, Changes in Owner Occupancy or Homestead Eligibility, or any other valuation adjustment.



# No Levies on the Upcoming Election

## Payments

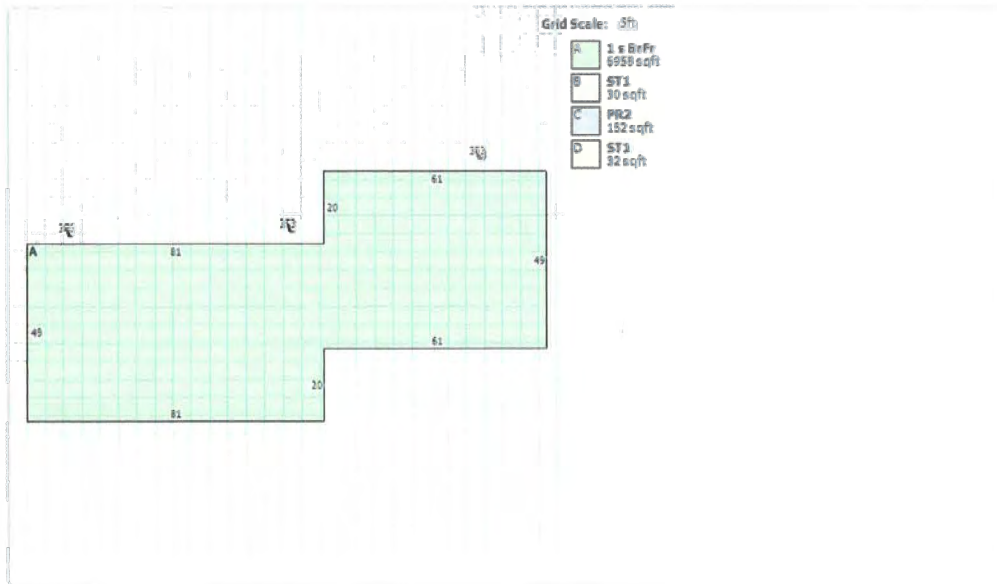
**Detail:**

Tax Year	Effective Payment Date	Paid By	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
2022 Pay 2023	2/23/2023	OCR	\$0.00	\$4,749.49	\$0.00	\$0.00	OCR18485RE-02232023-383-1
2021 Pay 2022	8/5/2022	OCR	\$0.00	\$0.00	\$4,967.16	\$0.00	OCR145RE-08102022-241-1
2021 Pay 2022	3/4/2022	OCR	\$0.00	\$4,967.16	\$0.00	\$0.00	OCR146RE-03092022-22-1
2020 Pay 2021	8/6/2021	OCR	\$0.00	\$0.00	\$5,102.10	\$0.00	OCR13031RE-08102021-168-1
2020 Pay 2021	3/5/2021	OCR	\$0.00	\$5,102.10	\$0.00	\$0.00	OCR182RE-03192021-82-1
2019 Pay 2020	7/28/2020	OCR	\$0.00	\$0.00	\$5,172.79	\$0.00	OCR12426RE-07282020-21-1
2019 Pay 2020	3/3/2020	OCR	\$0.00	\$5,172.79	\$0.00	\$0.00	OCR12122RE-03032020-617-1
2018 Pay 2019	8/2/2019	OCR	\$0.00	\$0.00	\$5,142.66	\$0.00	OCR103RE-08052019-49-1
2018 Pay 2019	2/20/2019	OCR	\$0.00	\$5,142.66	\$0.00	\$0.00	OCR143RE-02202019-132-1
2017 Pay 2018	7/26/2018	OCR	\$0.00	\$0.00	\$5,088.35	\$0.00	OCR161RE-07262018-150-1
2017 Pay 2018	2/16/2018	OCR	\$0.00	\$5,088.35	\$0.00	\$0.00	OCR187RE-02162018-139-1

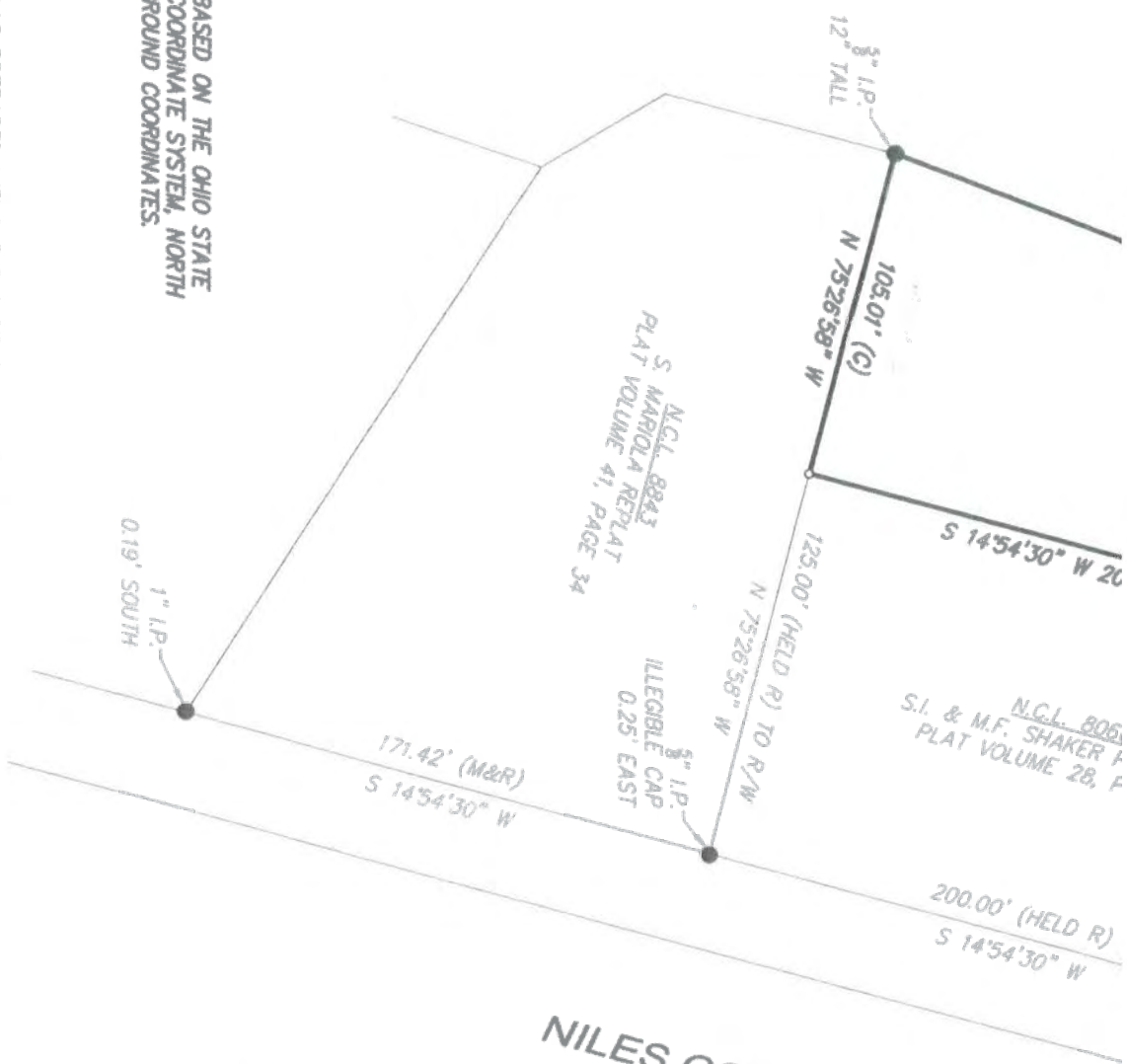
**Total:**

Tax Year	Amount
2022 Pay 2023	\$4,749.49
2021 Pay 2022	\$9,934.32
2020 Pay 2021	\$10,204.20
2019 Pay 2020	\$10,345.58
2018 Pay 2019	\$10,285.32
2017 Pay 2018	\$10,176.70

## Sketches







NORTH BASED ON THE OHIO STATE  
 PLANE COORDINATE SYSTEM, NORTH  
 ZONE, GROUND COORDINATES.

NOTE:  
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A  
 TITLE REPORT & NO SEARCH OF THE PUBLIC RECORDS  
 WAS MADE FOR EASEMENTS, RIGHT-OF-WAY, AND ETC.

NILES CORTLAND ROAD (S)

OWNER: COLLEEN M. NOVOSSEL, TRUSTEE  
 ADDRESS: 1150,1160 NILES CORTLAND ROAD  
 NILES, OHIO 44446  
 PARCEL: 25-219940  
 DEED: INSTR#201907030012209

SYMBOL LEGEND

- - IRON PIN FOUND (AS NOTED)
- ⊙ - IRON PIPE FOUND (AS NOTED)
- - 30" LONG 3/8" IRON PIN SET W/ID CAP ECH--8738
- - MAG SPIKE SET
- (C) - CALCULATED INFORMATION
- (M) - MEASURED INFORMATION
- (R) - RECORD INFORMATION



SCALE:  
 1"=60'

DATE  
 10/13/2022

JOB NO.  
 22-1-269

MAP OF SURVEY

LANDS OF  
 COLLEEN M. NOVOSSEL, TRUSTEE  
 CITY OF NILES - NILES CITY LOT 8589  
 PART OF SECTION 5 - FORMER WEATHERSFIELD TWP.  
 COUNTY OF TRUMBULL  
 STATE OF OHIO



ECH LAND  
 SURVEYING, LLC



Grid Scale: .5ft

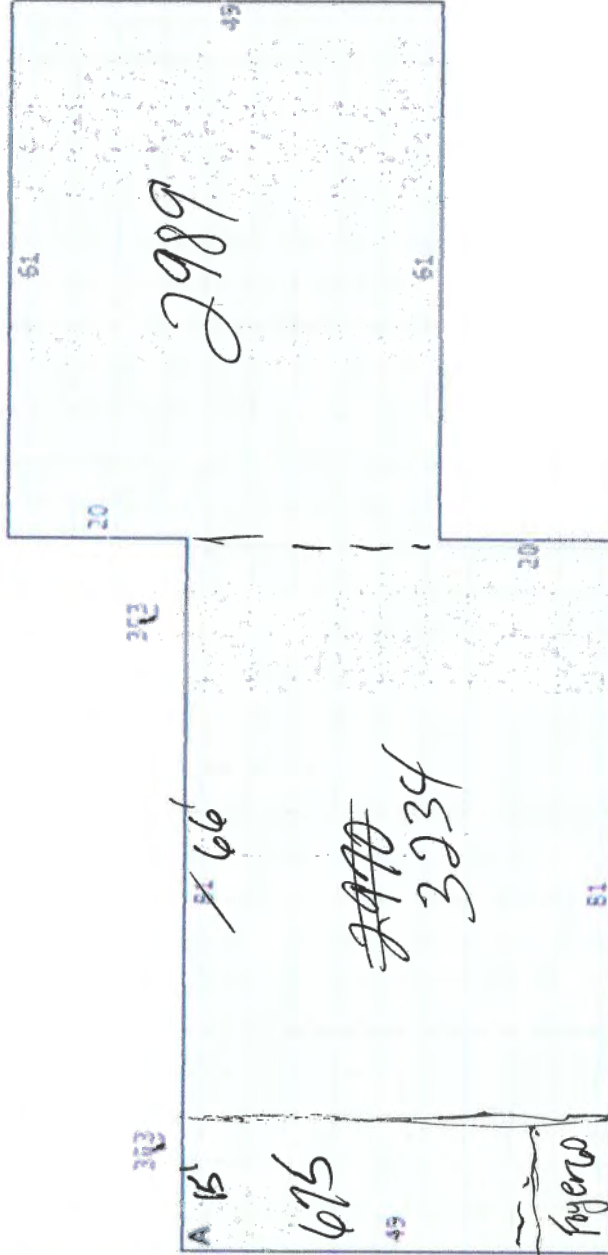
A 1 s Brfr  
6958 sqft

B ST1  
30 sqft

C PR2  
152 sqft

D ST1  
32 sqft

A	
B	
C	
D	







25-219885

CARDI B. BELLETTE PLAT  
VOL. 35 PG. 38  
25-063-00400  
2004-02190004-019

(N/S)  
(1.23 AC)  
PER SURVEY PENDING  
+  
25-063-00300  
1.3463 ACRES PER SURVEY  
25-1907030012209

25-219940

CLUMP SHOWER PLAT  
VOL. 28 PG. 21

25-007650  
25-063-00200  
OR 1455-090

25-219843

S. MAROLA REBLAT  
VOL. 41 PG. 34

NILES CORTLAND RD

5



226 Boardman Canfield Rd., Boardman, OH 44512

info@AmericanRESpecialists.com

Real Estate Brokers & Auctioneers:  
 J. Paul Basinger, Julie A. Cerneka

Real Estate Agent: Richard Basinger

## Company Policy Disclosure

For the property located at: 1150 /1160 Niles Cortland Road, Niles, OH 44446

### Cooperation & Compensation

It is the policy of American Real Estate Specialists to cooperate with all other brokerages on an equal and consistent basis. The brokerage and its agents will make its listings available to other brokerages to show, provide non-confidential information and present all written offers by other brokerages in a timely manner.

We will offer compensation to a buyer's brokers involved in this transaction in the amount of \$ -0- or 2% of offer.

**At auction:** 2% if sold at auction, prior to, or post auction (excluding buyer's premium). Broker/Agent must fill out a Broker Participation form with our firm to qualify and submit it to our office **PRIOR TO CLIENT BIDDING AND NO LATER THAN 48 hours** prior to the close of the auction. Commission is paid on base offer excluding any buyer's premium (where applicable) and less Seller allowances/pre-pays and/or closing costs paid for by Seller.

**Traditional Real Estate Listing:** 2.5% of contract price excluding Seller allowances/pre-pays.

When we act as a buyer's agent, we will also accept compensation offered by the listing broker through the MLS.

### Types of Agents

It is possible for other agents within American Real Estate Specialists to act as a dual agent, buyer's agent or seller's agent on the same transaction.

American Real Estate Specialists does not recognize sub-agency.

### Representation

A buyer's agent represents the buyer's interests, even if the seller's agent or seller compensates the buyer's agent.

### Dual Agency

It is possible for an agent to act as a dual agent. In this situation you can:

- Consent to the dual agency by signing the Dual Agency Disclosure,
- Exercise your rights under the law and as stated in the Agency Disclosure Statement, or
- Consent to another agent in our agency representing you or the other party.

### Receipt of Agency Policy

I hereby acknowledge that I have received the Company Policy Disclosure of American Real Estate Specialists.

*Colleen Novosel, Trustee* dotloop verified  
08/23/23 10:58 PM EDT  
RWNV-F4ZW-OMF7-XDPR

Client (Seller) **Colleen M. Novosel, Tr.** Date

Client (Buyer) Date

Client (Seller) Date

Client (Buyer) Date

*J Paul Basinger* dotloop verified  
08/26/23 8:10 AM EDT  
O4LD-GRYD-2VRZ-L8NU 023

Broker/Auctioneer: J. Paul Basinger Date

Agent Date

Broker/Auctioneer: Julie A. Cerneka 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: 1150/1160 Niles Cortland Road, Niles, OH 44446

Buyer(s): \_\_\_\_\_

Seller(s): Colleen M. Novosel, Trustee

### 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 J. Paul Basinger/Julie A. Cerneka/Rich Basinger and American Real Estate Specialists  
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 \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

<p><i>Colleen Novosel, Trustee</i></p> <p><b>Colleen M. Novosel, Trustee</b></p> <p><small>SELLER/LANDLORD</small></p>	<p>dotloop verified 08/23/23 10:58 PM EDT 7FEV-YQMP-RHBQ-P7AZ</p> <p>DATE _____</p>
--	---

# 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:



**Department  
of Commerce**

Division of Real Estate  
& Professional Licensure

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







226 Boardman-Canfield Rd.  
Boardman, OH 44512

Real Estate Brokers & Auctioneers:  
J. Paul Basinger, Julie A. Cerneka  
info@AmericanRESpecialists.com



**AUCTION REAL ESTATE PURCHASE CONTRACT**  
THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



1. **BUYER(S):** The undersigned Buyer(s) \_\_\_\_\_ offers to buy the following:  
 2. **PROPERTY** located in the County of Trumbull City/Township of Niles and further known as  
 (address) 1150 & 1160 Niles Cortland Rd., Niles, Ohio, Zip 44446

Permanent Parcel No. 25-219940 The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property; all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage door opener and all controls, and all permanently attached carpeting.

The following items shall also remain (check all applicable items):

<input type="checkbox"/> range & oven	<input type="checkbox"/> window/wall air conditioner	<input type="checkbox"/> water conditioning equipment (unless leased)	<input type="checkbox"/> invisible fence/controls
<input type="checkbox"/> refrigerator	<input type="checkbox"/> gas grill	<input type="checkbox"/> satellite dish and all controls (unless leased)	
<input type="checkbox"/> dishwasher	<input type="checkbox"/> existing window treatments	<input type="checkbox"/> all heating fuel less normal depletion	ALSO INCLUDED:
<input type="checkbox"/> washer	<input type="checkbox"/> ceiling fan(s) (if any)	<input type="checkbox"/> security systems and controls (unless leased)	
<input type="checkbox"/> dryer	<input type="checkbox"/> wood burner stove inserts	<input type="checkbox"/> fireplace tools, screen, doors, grate & gas logs	NOT INCLUDED:
<input type="checkbox"/> microwave	<input type="checkbox"/> hot tub	<input type="checkbox"/> shed	

3. **PRICE:** The purchase price shall be: Base Price/Auction Bid: \$ \_\_\_\_\_  
 + 10% Buyers Premium \$ \_\_\_\_\_  
**TOTAL CONTRACT PRICE \$ \_\_\_\_\_**

(a.) Earnest money **paid to AMERICAN REAL ESTATE SPECIALISTS** to be deposited upon Seller's acceptance in the trust account of the listing broker and credited against purchase price. See Paragraph #17 for return of earnest money.

**WIRE TRANSFER** \_\_\_\_\_ \$ 25,000.00

(b.) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ \_\_\_\_\_

(c.) Remaining balance due at date of closing (insert dollar amount or percentage (%) of purchase price.) \$ \_\_\_\_\_

(d.) This offer is **NOT CONTINGENT** upon Buyer obtaining financing  
 (\_\_\_\_\_) CONVENTIONAL (\_\_\_\_\_) CASH (\_\_\_\_\_) OTHER \_\_\_\_\_

4. **ADDITIONAL AGREEMENTS AND CONTINGENCIES:** 1. Any personal property or refuse remaining on the premises at time of transfer is the sole responsibility of the new buyer(s). \_\_\_\_\_

5. **APPLICATION:** Buyer shall make a loan application within ten calendar days after acceptance of offer. Buyer shall pay all nominal closing costs associated with such approved loan. Seller will pay only escrow agent cash closing fees.

6. **EVIDENCE OF TITLE:** For each parcel of real estate to be conveyed the Seller shall furnish a Title Guarantee Policy at Seller's expense in the amount of the total purchase price. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. Such title evidence shall be prepared and issued by Youngstown Land Title Agency, Inc.  
 If title to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.

7. **DEED:** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed at Seller's expense with the release of dower, if any, or fiduciary deed, as appropriate free and clear of all liens and encumbrances, but subject to conditions, restrictions, and easements of record.

TITLE TAKEN IN THE NAME OF: \_\_\_\_\_

8. **TAXES & ASSESSMENTS:** To be prorated as of the **time of contract**, the deed based on the last available tax duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35% of the sales price. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within (10) calendar days of acceptance based on 35% of the sales price.

Buyer Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

Agricultural Tax Recoupment (CAUV), if applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless otherwise noted

9. **RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS.** Adjustments/proration shall be made through date of contract for (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges, and (d) transferable policies if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and any other charges. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN.

10. **DAMAGE OR DESTRUCTION OF PROPERTY.** Risk of loss in the real estate and appurtenances shall be borne by Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such damage or destruction. Earnest money to be released pursuant to paragraph 17. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

11. **RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):  
 Buyer has reviewed and signed copy, attached  
 Not available from Seller  
 Contract is contingent upon Buyer review and signature within 24 hours of acceptance and Buyer retains 3 calendar days right of rescission

**HUD-EPA Lead Based Paint Disclosure** (Not required for construction after December 31, 1977)  
 Has been signed, copy of which is attached. Buyer acknowledges receipt of pamphlet "Protect Your Family From Lead in Your Home"  
 Not required by law

**Ohio Sex Offender Registration and Notification** requires local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law.

The Seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law unless otherwise noted:

Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller, or any real estate agent involved in the transaction.

12. **INSPECTION: THE BUYER(S) HEREBY ACKNOWLEDGE THAT THEY HAVE PURCHASED THE ABOVE-MENTIONED REAL ESTATE AT, PRIOR TO, or POST PUBLIC AUCTION AND ACCEPT IT IN ITS PRESENT, "AS IS" CONDITION WITH NO ADDITIONAL WARRANTIES OR GUARANTEES EXPRESSED OR IMPLIED AND THAT INSPECTION TIME WAS PROVIDED PRIOR TO OFFER OR AUCTION.** The subject property shall be delivered to Buyer in its present physical condition after examination by Buyer, such conditions to survive transfer of title. Buyer shall be given reasonable access to the premises prior to the scheduled auction for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a MAJOR ELEMENT INSPECTION of the premises as to roof, basement, structure (exterior and interior), plumbing, furnace, heating and cooling systems, and electrical systems. Accredited inspector means a registered architect, professional engineer, contractor or professional home inspecting service. **Where applicable, any upgrades or repairs to the well and septic as required by the County Board of Health is the sole responsibility of the Buyer.** Offers made prior to the scheduled auction are not contingent upon the findings of the home inspection and Seller will not be obligated to make any repairs to the property.

13. **OTHER INSPECTIONS:** Buyer shall have, at their expense, the opportunity to have the premises inspected for radon gas and mold prior to the scheduled auction. In Mahoning and Columbiana County, a well inspection is required by the County Health Department and is paid for by the Seller, unless otherwise instructed in terms of sale. A septic inspection is required in Trumbull, Mahoning, and Columbiana Counties (see separate addendum if applicable). Offers made prior to the scheduled auction are not contingent upon the findings of the other inspections and Seller will not be obligated to make any repairs to the property.

14. **SURVEY:** A location survey to be paid by  Seller  Buyer.

15. **CONDITIONS OF PROPERTY:** Buyer has not relied upon any representation, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that Real Estate Agents have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those issues.

16. **HOME WARRANTY PLAN:** ( ) Accepts Paid by ( ) Buyer Plan: None  
( ) Rejects ( ) Seller

17. **EARNEST MONEY:** Buyer has deposited with listing Broker the sum receipted for below, which shall be non-refundable should the Buyer(s) fail to close on or before 3 p.m. of Mon., November 27, 2023 Broker shall deposit such amount into its trust account to be distributed as follows: (a) if Seller fails or refuses to perform, the deposit shall be returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, the money deposited as aforesaid shall be retained by the Seller and Agent as damages. Said damages to be divided: ALL to Agent and NONE to Seller (until commission and all funds advanced are recuperated by

Buyer Initials \_\_\_\_\_ Date \_\_\_\_\_ Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

American Real Estate Specialists, then the balance to be dispersed to Seller). If Buyer fails to close by this time, the down-payment will be forfeited, or **AT THE SELLERS OPTION**, closing may be extended with the contract price, marketing fees, insurance, holding costs and taxes accruing at 10% per annum until closed.

18. **CONTRACT:** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all 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 reduced to writing and signed by both parties.

19. **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 land and improvements and fixtures, if any. All provisions of this contract shall survive the closing. Parties acknowledge that Real Estate Agents may be entitled to additional compensation for ancillary services. 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. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, creed, sex, national origin, disability or familial status. FACSIMILE TRANSMISSIONS are an acceptable mode of communication in this transaction provided the facsimile is actually received during regular business hours or is preceded by a telephone call notifying the intended party that the facsimile is being transmitted.

20. **DURATION OF OFFER AND CLOSING:** This offer shall be open for acceptance until 6:30 PM \_\_\_\_\_. This contract shall be performed and this transaction closed within sixty calendar days after acceptance. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing contract and/or as amended in writing from the proceeds at closing.

21. **POSSESSION:** Seller shall deliver possession of the property to Buyer upon recording of new deed.

22. **SETTLEMENT STATEMENTS:** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy of the settlement statement.

**IN WITNESS THEREOF, Seller and Buyer have signed this Agreement on the date or dates indicated below as to each.**

\_\_\_\_\_  
Buyer (Signature)

\_\_\_\_\_  
Seller (Signature) **Colleen M. Novosel, Trustee**

\_\_\_\_\_  
Buyer (Signature)

\_\_\_\_\_  
Seller (Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

**BUYER'S AGENT INFORMATION**

**LISTING AGENT INFORMATION**

\_\_\_\_\_  
Real Estate Brokerage Firm

**American Real Estate Specialists**  
\_\_\_\_\_  
Real Estate Brokerage Firm

\_\_\_\_\_  
Office ID

**1520**  
\_\_\_\_\_  
Office ID

\_\_\_\_\_  
Office Address

**226 Boardman Canfield Rd., Youngstown, OH**  
\_\_\_\_\_  
Office Address **44512-4805**

\_\_\_\_\_  
Agent Name

**J. Paul Basinger, Broker/Auctioneer**  
\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
Agent License #

**000322868**  
\_\_\_\_\_  
Agent License #

\_\_\_\_\_  
Phone

**Cell: 330-540-6582**  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

**jpaul@AmericanRESpecialists.com**  
\_\_\_\_\_  
Email Address





**J. Paul Basinger**  
Real Estate Broker & Auctioneer

### PROFESSIONAL DESIGNATIONS:

- CCIM - Certified Commercial Investment Member
- GRI - Graduate of REALTORS Institute
- GSA - Graduate Senior Appraiser
- CAI - Certified Auctioneer, Graduate of Auction Marketing Institute
- AARE - Accredited Auctioneer of Real Estate, Certified by AMI
- GPPA - Graduate Personal Property Appraiser, Certified by AMI
- SRES - Senior Real Estate Specialist
- RECS - Real Estate Cyber Space Member

### BUSINESS EXPERIENCE:

- Apr. 1991 to present - American Real Estate Specialists, Real Estate Broker
- Aug. 1985 to present - Basinger Auction Service
- July 1989 to May, 1991 - Basinger Realty & Auction Service
- July 1988 to July, 1989 - David B. Roberts Realty, Real Estate Agent
- May 1987 to July, 1988 - StanJim Realty, Real Estate Agent
- Aug. 1986 to May, 1987 - Lund Realtors, Real Estate Agent



### PROFESSIONAL QUALIFICATIONS:

- Ohio Real Estate Brokerage License
- OH- Licensed and Bonded as Auctioneer
- FL - Licensed as an Auctioneer
- Active member of the MyStateMLS
- Active member of Commercial Investment Real Estate Institute
- Instructor at Hondros College teaching auction method of marketing of real estate
- Instructor at Reppert School of Auctioneering, Founded 1921
- Member of the HBA

### BUSINESS ACHIEVEMENTS:

- Associate Vice President of Home Builders Association, 2011-2013
- President, MLS of Youngstown-Columbiana Association of REALTORS, 1996-1997
- Governor of Auction Marketing Institute, 1990-1992
- Instructor for Auction Market Institute, AARE Course 101 & 102
- Broker & Owner of American Real Estate Specialists, Founded 1991
- Principal Auctioneer & Owner of Basinger Auction Service, Founded 1985
- Articles published in The Auctioneer, Youngstown Vindicator and others
- Convention speaker at State & NAR, NAA, OAA conventions
- President, OLICA, Ohio Land Improvement Contractors Association, 1983

