AUCTION SALES CONTRACT

This Agreement ("Auction Sales Contract") is made this _11th_ day of _October_, 2025_,
between The Heartland Conference, United Church of Christ (hereinafter collectively
the "Seller") and (hereinafter collectively the
"Buyer").
The undersigned Buyer agrees to purchase and the undersigned Seller agrees to sell upon the
terms hereinafter set forth, the following real property located in the State of Ohio, County of
Richland_, and generally known asTempled Hills Camp, 5734 Durbin Rd, Bellville, Ohio,
44813 Auction Parcel Number (hereinafter the "Property") for the Bid Price of
\$ plus the 10% Buyer's Premium of \$
to total \$ (Contract Sales Price). The Buyer agrees to tender
upon execution of this Auction Sales Contract the sum of \$ ("deposit"),
which deposit shall be held in escrow according to the terms and conditions set forth herein by <i>Carleton Realty LLC</i> , the listing broker. The balance of \$
<u>Carleton Realty LLC_</u> , the listing broker. The balance of \$
(hereinafter the "closing date" or "settlement date").
1. This sales contract is not contingent upon Buyer obtaining financing.
2. The "Auction Sale Terms and Conditions" is attached hereto and incorporated herein. The parties agree that in the event the Auction Sales Terms and Conditions conflict with any of the provisions contained in this Agreement, the Auction Sales Terms and Conditions shall control and be given full effect.
3. This Agreement is binding upon and shall inure to the benefit of the Buyer's and Seller's respective heirs, executors, administrators, successors and assigns.
4. The Buyer shall be entitled to possession upon the closing of this sales contract on the settlement date.
5. The Buyer shall be responsible for paying all closing costs including applicable transfer taxes and recording fees.
6. The Seller does not warrant the property or any of the systems or appliances beyond delivery of possession to the Buyer. The Buyer acknowledges acceptance of the property and any of the improvements, systems or appliances thereon in "As Is" condition.
7. Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and excepting the following: (None, if nothing inserted)

Property Address:	Templed Hills.	5734 Durbin Rd.	Bellville.	Ohio, 44813	

- 8. The Seller is not obligated under the terms of this sales contract to provide the Buyer with an owner's title insurance policy or commitment and that any title insurance policy or commitment desired by the Buyer shall be the sole responsibility and expense of the Buyer.
- 10. Adjustments shall be made through date of closing for: (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; and (d) transferable insurance policies, if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien. Security deposits shall be transferred to Buyer.
- 11. At closing, the Seller shall sign an affidavit with respect to off-record title matters in accordance with community custom.
- 12. Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if 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) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

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- 14. 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. 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 all provisions of this contract. All provisions of this contract shall survive the closing and settlement date. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin.
- 15. If through fault of Buyer, settlement does not take place on or before the settlement date (extensions of up to thirty (30) days may be granted for closing with the written approval of the Seller), this sales contract shall be deemed null and void and Buyer shall forfeit the deposit. In such event, the deposit shall be disbursed as follows: fifty percent (50%) to the Seller and fifty (50%) to the Broker Auctioneer. This sales contract authorizes said disbursement but does not limit damages to any party/parties to the amount of the deposit. The return or payment of such deposit shall not in any way prejudice the rights of Seller, Buyer or Auctioneer Broker(s) in any action for damages or specific performance.
- 16. This sales contract and any addenda which are specified on this sales contract contain the final and entire Agreement between the parties. No modifications, promises, or inducements not included in this sales contract shall be binding upon any party hereto.

Notice:

Ohio Fair Housing Law: 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 the 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. 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.

Ohio Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

Property Address: __Templed Hills, 5734 Durbin Rd, Bellville, Ohio, 44813__ The Undersigned Buyer agrees to the The Undersigned Seller agrees to the terms herein and acknowledges receipt terms herein and acknowledges receipt thereof: thereof: Signature Signature Print Name Print Name Signature Signature Print Name Print Name Address: ___ Address: ___ Phone: (____) ____ Phone: (____) ____ Signed this _____ day of _____ , 20____ Deed to ___ Signed this _____ day of ______, 20____ Listing Broker: _Carleton Realty LLC__ Listing Broker #2005000327 (614) 891-0000 Selling Broker: ____ Fax (614) 891-5034 Selling Broker #: _____ Phone: ____ Address: _580 W. Schrock Rd._ Fax: _ _Westerville, Ohio 43081__ Address: ___ Listing Agent: _Mark Van Hook_ File # _440739_ Selling Agent: _____ File # ____ Agent Phone: _(614) 218-1318_ Agent Phone: ___ Broker Auctioneer: Carleton Realty Broker # 2005000327 Phone: (614) 891-0000 Fax (614) 891-5034 Broker Auctioneer Agent: Mark Van Hook, Auctioneer Agent file # 440739 Phone (614) 218-1318 **DEPOSIT** ______, agent for ______, the Listing Broker, acknowledges receipt of the sum of ______ in the form of

Contract.

deposited by said broker and disbursed pursuant to paragraph 15 of this Auction Sales

(cash, certified check, personal check, money order) which shall be

Real Estate Auction Terms & Conditions

When bidding at this auction, the bidder agrees to abide by the terms & conditions stated here.

- 1. Seller reserves the right to accept or reject any offer at any time up to the time of the auction.
- 2. The minimum bid in total for the property is \$1.9 million.
- 3. There is a 10% Buyer's Premium applicable to to the sale of this property, and will be added to the Bid Price to determine the Contract Sales Price. For example, if you are the winning bidder for \$500,000 on Parcel 2, the Buyer's Premium of \$50,000 will be added and the Contract Sales Price would be \$550,00.
- 4. Bidding will take place both online and live, in person at the property on Saturday, Oct. 11 at 10 AM.
- 5. This property is being sold in "as is, where is" condition with no contingencies other than those stated in the sales contract. Broker and Auctioneer make no representation as to the condition of the property.
- 6. The Parcels as shown and as we will sell them are not yet surveyed or recorded with the county tax office. The surveyor is on call ready to do the job, but we will wait until after the auction to see how the property sells to see which, if any, splits need to be surveyed and recorded. Therefore, settlement may not be able to take place for whatever length of time is required for the process of recording the necessary documentation.
- 7. A few of the parcels will have an easement in them if they sell separately from a neighboring parcel; see the lot details for each individual parcel.
- 8. The successful bidder(s) will:
 - a. Tender the required deposit of 5% of the Contract Sales Price of all parcels purchased in Certified Funds or Wire Transfer to the Broker Auctioneer within 48 hours of the end of bidding.
 - b. Execute the sales contract immediately on close of the auction if attending in person, or by email within 24 hours if bidding online.
 - c. Pay all closing costs allowed under state law including transfer taxes.
 - d. Settle within 70 days of the auction.
- 9. The Auctioneer's decision is final in the event of a dispute over any auction matter.
- 10. All rights, privileges, and powers reserved or granted to Auctioneer in these Terms of Auction shall be deemed reserved and granted to Broker Auctioneer's employees, representatives, and any sellers the Auctioneer represents.
- 11. Announcements made the day of auction may take precedence over these Terms of Auction or other printed material. Mark Van Hook, Auctioneer is licensed as an auctioneer by the Ohio Department of Agriculture. Mark Van Hook is a licensed real estate salesperson with Carleton Realty Inc.

In the event of any conflict between this document and the sales contract, the auction sales terms and conditions will prevail.