



**Ohio Investigative Unit**  
**Policy Number : INV 100.05**

## **RESIDENCY REQUIREMENTS/TRAVEL TIME**

Date of Revision : **6/24/2009**  
Priority Review : **INV**  
Distribution : **INV**

### **Summary of Revisions**

Added the FOP / OIU memorandum of understanding for utilizing state vehicle to travel to and from a fitness facility. Personnel are responsible for updating personal information in the Agent's Contact List in OLLE.

### **Purpose**

To provide guidelines regarding residency requirements and travel time.

### **Policy**

#### **A. Definitions**

1. **Work Site:** A facility or place of special assignment, such as a court, a training facility, or an assembly point.
2. **Headquarters:** Central Office or District Office where assigned.
3. **Report-in Location:** A designated place where a team of sworn personnel meet to begin their workday when not required to report to their headquarters. This location should not be more than twenty miles from the sworn personnel's residence, headquarters county, or lodging site. In the event a report-in location is more than twenty miles away, sworn personnel's time will start after completing twenty miles of travel.
4. **Residence:** In determining if any sworn employee's primary residence complies with this policy, the Investigative Unit will consider all relevant information, including, but not limited to: the place where civil and political rights are exercised, taxes paid, real and personal property located, driver's licenses obtained, bank accounts maintained, location of club and church membership, whether the agent rents or owns his residence, where the employee resides, how permanent the living arrangement appears, affiliations with social organizations, locations of the agent's physician, lawyer, accountant, dentist, stockbroker, and other services provided.

#### **B. Residency Requirements**

1. Except for Agents covered by the Unit 2 Contract grandfather clause of April 1, 1997, Agents shall live within their assigned district office, or if outside their district, in a county adjoining the county in which the district office is located. If those agents who were grandfathered change their residence or transfer to a new district, they shall comply with the current residence requirements.
2. Any sworn personnel promoted into an exempt sworn position must move their residence within the 75-mile radius of their newly assigned office. A newly promoted sworn employee shall have a total of 180 calendar days to move his/her residence within the 75-mile requirement. During this 180-day period the employee shall be allowed to be in per diem status. Once the employee has moved his/her residence he/she no longer qualifies for per diem for this promotion.
3. Lateral transfers – There is no per diem granted for lateral transfers.
4. All sworn personnel shall immediately advise the Deputy Director of Administration of any change in their residence address or phone number. Personnel shall also update personal information in the Agent's Contact List in

OLLE whenever there is a change of any information.

C. Travel time

1. Personnel assigned to work assignments in areas other than their assigned district office and are subject to overnight lodging are authorized to travel on duty from their homes to their work site on the first work day and back to their homes on their last workday.
2. While in a district other than their own, daily commuting by sworn personnel between their place of lodging and their temporary headquarters or work site is not considered work time unless:
  - a. Lodging at a remote site because of a work assignment and required to drive over twenty miles.
3. Daily commuting by sworn personnel not subject to overnight lodging, to and from their assigned offices, work sites or report-in location, is considered work time after the twenty-mile rule is satisfied. An exception to this is when personnel are traveling to and from a fitness facility. Any additional distance traveling to or from a fitness facility would not count toward satisfying the twenty-mile rule. See attached MOU.
4. Travel time during the workday from one investigation location to another is credited as work time.

D. Supervisors will determine the starting times, work sites, and report-in locations based upon the nature of the investigation or assignment.

**Current Form and Supplemental References**

FOP/OLC Unit 2 Labor Contract

**Standard References**

None

**Policy References**

<u>DPS-501.02</u>	WORK RULES - SWORN PERSONNEL
<u>DPS-501.03</u>	WORK RULES - EXEMPT PERSONNEL
<u>INV 100.15</u>	WORK SCHEDULES
<u>INV 504.08</u>	PROMOTIONAL PROCESS FOR SWORN PERSONNEL

**Attachment(s)**

INV 100.05 Residency Maps.pdf

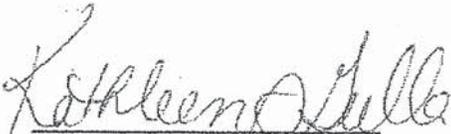
INV 504.05 OIU - FOP Memorandum of Understanding.pdf

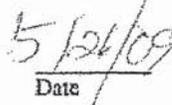
MEMORANDUM OF UNDERSTANDING

The following agreement is made between the Ohio Department of Public Safety (ODPS), Ohio Investigative Unit (OIU), and the Fraternal Order of Police, OLC, Inc. (FOP).

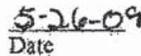
Pursuant to the joint commitment by the parties to encourage physical fitness, as recognized in Article 31, Section 5 of the current collective bargaining agreement, the OIU and the FOP agree to the following:

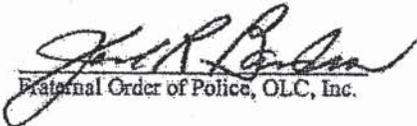
1. Agents may drive their state issued automobiles a reasonable distance (no more than 15 miles) to a gym, track, etc. in variance of a direct route to and from their work site and only at the beginning or end of their shift for the purpose of utilizing equipment designed to enhance physical fitness.
2. The interpretation of "reasonable distance" will be uniform in taking into account the Agents' normal routes to and from work and the location of available physical fitness facilities. In a situation where an agent's location is more rural and additional travel distance is needed to the workout facility, special permission may be requested.
3. The variance from a normal route and the subsequent usage of physical fitness facilities will in no manner increase the amount of reported working hours or drive time.
4. Agents will provide to his/her supervisor or local OSHP Post specific information (location and time) when stopping at the facility on each occurrence.
5. The agent's weapon and any other state issued equipment will be secured in the trunk of the vehicle while in the workout facility.
6. Agents shall be in an "off-duty" status during the workout and related commute time. No pay shall be approved for the workout or the commute. Any injury sustained as a result of activities related to this agreement will not be considered an injury covered by Workers Compensation. Each agent will sign a BWC-C159 form prior to participating in this agreement.
7. The agent shall be required to report to work at his/her normally scheduled start time and will not be released early from work to participate.
8. Agents will notify their supervisor of the location they most often utilize to enhance physical fitness should they participate in this agreement.

  
Department of Public Safety  
Human Resources

  
Date

  
Department of Public Safety  
Ohio Investigative Unit

  
Date

  
Fraternal Order of Police, OLC, Inc.

  
Date



Ashland County Auditor  
Philip H. Leibolt

Site Provided by...  
governmax.com 1.14

Summary



Owner  
1 of 3

Parcel Info

Summary

- Land
- Residential
- Improvement
- Commercial
- Image
- Transfer
- Payments
- Property Report
- Levy

Parcel ID	Address	Index Order Owner	Card 1 of 1
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Summary			
Property Location		Finished Square Footage	1636
Tax District	P43 ASHLAND CORP.	Acres	
Land Use	510 Single family Dwlg owner occupied	Year Built	1901
Neighborhood	04307 04307	Total Rooms	8
		Full Bathrooms	2
		Half Bathrooms	0
		Bedrooms	5

Search By

- Parcel ID
- Owner
- Street Address
- Sales

Legal Description  
Property Information

NOTE: 2010 split parcels will show value of split portion from parent parcel.  
Parent parcel will show balance of value once 2010 taxes are calculated..

Site Functions

- Login/Logout
- Property Search
- Contact Us
- On-Line Help
- Home
- County Web Site

Owner Information  
Owner Information  
CROFT GREGORY A

ASHLAND, OH 44805 USA

Mail Information  
CROFT GREGORY A

ASHLAND, OH 44805 USA

NOTE: Ownership, acreage and legal description shown are the latest possible information.

Assessment Info

Board of Revision	No
Homestead/Disability	No
2.5% Reduction	No
Divided Property	No
New Construction	No
Foreclosure	No
Other Assessments	Yes
Front Ft.	0

Mkt. Land	\$12,570.00
Cauv Value	\$0.00
Mkt. Improvement	\$45,660.00
Total	\$58,230.00

NOTE: Values shown are for tax year 2010. (Reference sign in page for details.)

Recent Sale

Arms Length Sale	N
No. of Parcels	No
Sale Amount	\$36,750.00

Date 10/17/2008  
Conveyance No. 784

Annual Taxes	\$867.02
Delinquent Taxes	\$0.00
Taxes Paid	\$433.51

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User ID : ohashlandauditorguest

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Data updated on 4/3/2011



Ashland County Auditor  
Philip H. Leibolt

Site Provided by...  
governmax.com 1.14

Summary



Owner  
1 of 3

Parcel Info

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Parcel ID	Address	Index Order	Card
[REDACTED]	[REDACTED]	Owner	1 of 1

Search By

- Parcel ID
- Owner
- Street Address
- Sales

Summary

Property Location	Finished Square Footage
[REDACTED]	1636
<b>Tax District</b> P43 ASHLAND CORP.	<b>Acres</b>
<b>Land Use</b> 510 Single family Dwlg owner occupied	<b>Year Built</b> 1901
<b>Neighborhood</b> 04307 04307	<b>Total Rooms</b> 8
	<b>Full Bathrooms</b> 2
	<b>Half Bathrooms</b> 0
	<b>Bedrooms</b> 5

Legal Description  
Property Information

[REDACTED]

NOTE: 2010 split parcels will show value of split portion from parent parcel. Parent parcel will show balance of value once 2010 taxes are calculated..

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Data updated on 4/3/2011

04/28/2011 THU 14:10 FAX 614 644 2463 INVESTIGATIVE UNIT

012/025

Instrument 200800006316 OR Book 598

200800006316  
TITLE FIRST AGENCY INC

REO# C080439

**SPECIAL WARRANTY DEED**

This Deed is from Fannie Mae aka FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, having its principal office in the City of Washington, D.C. ("Grantor"), to Gregory A. Croft ("Grantee") and to Grantee's heirs and assigns.

For value received, Grantor hereby grants, remises, aliens and conveys unto Grantee, and to Grantee's heirs and assigns forever, but without recourse, representation or warranty, except as expressed herein, all of Grantor's right, title and interest in and to that certain tract or parcel of land situated in the County of Ashland, State of Ohio described as follows (the "Premises"):

See Exhibit A attached

Ashland, OH 44805  
PARCEL #

PRIOR DEED REFERENCE: Official Record 588, Page 372

Tax Mailing Address:

Ashland, OH 44805

And Grantor, for itself and its successors does covenant, promise and agree, to and with Grantee, Grantee's heirs and assigns, that Grantor has not done or suffered to be done anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that Grantor will warrant and forever defend title to the Premises, against all persons lawfully claiming or who may claim the same, by, through or under Grantor but not otherwise.

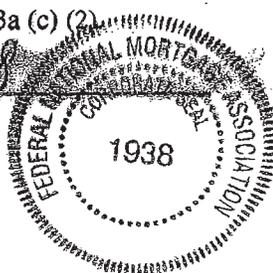
1375881  
FA

Grantor is exempt from all taxation imposed by any state, county, municipality, or local taxing authority, except for real property taxes. Thus, Grantor is exempt from any and all transfer taxes.

See, 12 U.S.C. 1723a (c) (2)

Date:

10.14.08



Fannie Mae aka FEDERAL NATIONAL MORTGAGE ASSOCIATION

By:

Heidi Jones  
Vice President

STATE OF TEXAS  
COUNTY OF DALLAS SS:

The foregoing instrument was acknowledged before me, a notary public commissioned in Dallas County, Texas 14th day of October, 2008,

its Heidi Jones, of Fannie Mae aka Federal National Mortgage Association, a United States Corporation, on behalf of the corporation.

*(Handwritten signature)*



WILLIAMS &amp; WILLIAMS

The Real Estate Auction &amp; Brokerage Services Firm

Real Estate in Motion

October 2, 2008

Gregory A Croft

[REDACTED]  
Ashland, OH 44805

RE: [REDACTED]

Dear Gregory A Croft,

Thank you for your recent purchase at a Williams & Williams Auction. Your signed Contract of Purchase is enclosed with this letter.

Please contact your Closer contact (REO DEPT./ BILLIE JO PEARSON, Title First, 614-583-1425, centralprocessing@titlefirst.com) to verify with them that you are ready to close and to set your closing date. You must maintain communication with the Title Company and Williams & Williams to ensure a timely closing.

Please note the Closing Date on your contract is October 17, 2008. It is imperative that this closes on or before the date shown as this could result in loss of your down payment funds as well as breach of contract. This is a Cash "AS IS" contract not subject to financing, if you have a Lender it is your responsibility to communicate with him/her to make sure this closes by October 17, 2008 with no exceptions. Extensions to the contract are not allowed.

My goal is to contact you weekly, but feel free to call with any questions or concerns.

Again, thank you for using Williams & Williams.

Sincerely,

Cheryl Rush  
Closing Manager  
918-362-6512 direct  
918-362-6528 fax  
cheryl.rush@williamsauction.com

### Contract For Sale of Real Estate at Auction

Date: **SEPTEMBER 17, 2009**  
 Property No.:  
 Legal: **SITUATED IN THE STATE OF OHIO, COUNTY OF ASHLAND AND IN THE CITY OF ASHLAND, BEING**

Seller: **FANNIE MAE**  
 Asset Manager: **LOC HUYNH**  
 Reference: **CS06450**  
 Accepted By:  
 Accepted Date:  
 Closing Date: **OCTOBER 17, 2009**

*Robert S. [Signature]*

CONVEYED BY ALLIE SEALER TO JOHN P. MORRIS IN 1914.

Address:  
 City, State, Zip: **ASHLAND, OH 44805**  
 County: **ASHLAND**

Deed Name: **GREGORY A CROFT**  
 Buyer Name: **GREGORY A CROFT**  
 Street Address:  
 City, State, Zip: **ASHLAND, OH 44805**  
 Telephone 1:  
 Telephone 2:  
 Telephone 3:  
 High Bid: **\$36,000**  
 Buyer's Premium (5% w/ minimum): **\$1,750**  
 Total Purchase Price: **\$37,750**  
 Down Payment: **\$2,600.00**  
 Pre-paid Service Fee: **\$0**  
 Broker Contact: **WILLIAMS & WILLIAMS  
 7666 E. 81ST STREET, SUITE 136  
 TULSA, OK 74133  
 800-891-8003  
 918-462-8228 FAX**

Closer Contact: **REG DEPT/ BILLIE JO PEARSON  
 TITLE FIRST  
 555 S FRONT ST STE 400  
 COLUMBUS, OH 43215  
 614-623-1423  
 614-360-0448 FAX  
 CENTRALPROCESSING@TITLEFIRST.COM**

By signing below Buyer acknowledges reading and understanding this Contract and its Addendums (the "Contract") and agrees to be bound by the Contract if the Buyer is recognized as the high bidder by the Auctioneer.

*[Signature]* 9/28/09  
 Buyer Signature

**OFFER, ACCEPTANCE AND CLOSING DATE:** As the high bidder at an Auction of the Property by Seller, as recorded by the Auctioneer ("Broker"), Buyer made and hereby makes an irrevocable offer ("offer") under the terms herein to purchase the Property being offered and/or described herein. The offer shall be irrevocable by the Buyer for seven (7) business days from the date herein. Seller may accept the offer during this period or thereafter. The Buyer shall be bound by the offer unless and until Broker receives from Buyer a revocation of the offer after the seven business day timeframe and prior to notification to Buyer by Broker of Seller's acceptance of their offer. Revocation notification may be sent to Broker by Buyer via fax, email or letter sent to the Broker. Buyer and Seller agree that notice of Seller's acceptance may be sent to Buyer by Broker on Seller's behalf, via fax, phone, email or street address provided by Buyer herein or at Registration and incorporated herein. Buyer and Seller agree that Closing shall occur at a time and place to be set by the Closer, on or before the Closing Date indicated above.

Buyer, Seller and Broker (the "Parties") acknowledge and agree that they have been encouraged to seek the advice of legal counsel and that no one on behalf of Broker or Closer has or will offer legal advice to Buyer or Seller; that the Parties negotiated this Contract and it is their intent that any rule of construction that would require this Contract be construed against the drafting party shall not apply; that they have not acted under any duress or compulsion, whether legal, economic, or otherwise; that the provisions of this Contract have been expressly agreed to and were taken into consideration in determining the price offered and accepted; that other provisions notwithstanding, "time-is-of-the-essence" for completion of this Contract; that upon approval by Seller as herein provided, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

**1. BUYER'S INSPECTION, REPRESENTATIONS AND WARRANTIES:** Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives; that it was Buyer's sole responsibility to inspect the Property, prior to bidding to determine the location of structures, easements, improvements and encroachments or to determine any other matters relevant to Buyer's decision to purchase; that the Property is being sold "as is" and that any estimates of size or acreage were only an approximation only; that Buyer has had more than ten (10) days before signing this Contract to make any and all (independent) inspections of the Property to Buyer's complete and total satisfaction; during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing, expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase including but not limited to a Lead Based Paint Inspection or Risk Assessment, Radon Gas Test, Survey, Appraisal, Structural Report, Heat/Air Inspection, EMI Inspection, Roof Inspection, Termite Inspection, Insurance Inspection, Flood Hazard Inspection, Environmental Audit, and Legal Advice; that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspection or repair of any kind whatsoever to the Property; that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive closing and not be subject to the Buyer's opportunity to inspect or the waiver thereof; that the Buyer has taken full and complete consideration in determining the offer made herein and represents Buyer's EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO.

BUYER acknowledges and understands the following disclosures: 1) The mineral estate has been severed from this parcel and will not convey upon transfer of the surface estate, unless otherwise disclosed; 2) This property may be bound by the assessments and restrictions of a condominium/property owners association and Buyer agrees to be bound by same and to assume any special assessments that may become payable after the Closing date; 3) Buyer acknowledges and understands that property herein may be subject to multiple code violations with the city/county through and Buyer agrees to "As-Is" condition. Buyer accepts all responsibility for any remediation, fees, or terms required by the authority agency, which may or may not include demolition, excise fees, or habitation certificates; 4) Property may be subject to city/county requirements for transfer and Buyer agrees to ascertain such requirements with the city/county or title company and to be responsible for any fee, permit, remediation required thereon, to be done after closing; 5) Neither the Seller or Williams & Williams make any ascertain or guarantee for compliance standards of state or CO2 detection to this property and Buyer accepts all responsibility for same, including any required inspections; and 6) Neither the Seller or Williams & Williams make any ascertain or guarantee as to the condition or inspection of any gas lines, or possibility of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing at Buyer's expense.

BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference as Seller's Addendum, if any; a Property Disclosure or Discloser Statement, if any; and the EPA/HUD pamphlet provided Buyer prior to bidding filed "Protect Your Family from Lead in Your Home"); and (2) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

**2. SALE AND DEED:** Unless otherwise specified above, SELLER shall sell the Property in Buyer and BUYER shall accept same and purchase the Property in its present condition "AS IS, WHERE IS AND WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY OR INSPECTIONS OF ANY KIND. Conveyance shall be by a Deed prepared by or on behalf of Seller, and of a form Seller's choice, including but not limited to a Quit Claim, Special Warranty, Bargain and Sale, Marshall or Trustee's deed (Buyer shall rely only upon the warranty provided by the instrument as defined in P.4). If a modular, manufactured or mobile home or similar structure exists on the Property which may be considered separate from the real property as accepted or otherwise described, same will only be conveyed by Seller via a hold/harmless agreement or quit claim Bill of Sale.

**3. RECEIPT AND PURCHASE PRICE:** Broker acknowledges receipt of the Down Payment amount indicated above and the Parties agree: Broker shall be entitled to accept Buyer's personal check for immediate deposit without recourse, trust or escrow as same due Broker or Seller as of the date, and specifically agree and stipulate that the Down Payment SHALL NOT BE HELD IN TRUST OR ESCROW OR OTHERWISE TREATED AS FUNDS DUE OTHERS, AND INTEREST EARNED THEREON, IF ANY, SHALL BELONG TO BROKER. IF ANY, SHALL BELONG TO BROKER. IF THE BUYER HAS tendered this deposit in the form of a certified check, cashier's check, or personal check, Buyer authorizes Broker to process the check, itself, or to process the check electronically through ACH or other carrier. Buyer has funds available to cover this check at the time of execution and authorizes an electronic processing in the discretion of Broker. The balance of the Purchase Price (not cash due from Buyer) shall be paid by cash, cashier's check or certified check at Closing.

**4. TITLE AND COSTS:** Buyer shall receive at or before Closing an Owner's Title Insurance Policy (a.k.a. "Title Insurance Commitment") until such policy is issued, which the Parties agree shall be ordered and/or prepared through Closer from an issuer Closer selects, at Buyer's expense, with a face value equal to the Purchase Price herein, listing insurable title subject to the following "Permitted Title Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortages in area, or other matters of record or which could be disclosed by an accurate and complete survey or inspection of the premises; (iii) all restrictions on the use of the Property, whether or not recorded, under existing and future laws, ordinances, and regulations; (iv) subdivision, deed, and plat restrictions of record; (v) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; (vi) current leases affecting the Property; (vii) customary exceptions made to the Title Commitment by the issuer of the Title Commitment and (viii) other easements, restrictions, encroachments or mortgages specified in this Contract or any exhibit incorporated herein. "Inclusion in title" shall be in the sole discretion of the Closer or Title Examiner and shall mean any issue which would preclude clear title or transfer thereof, including city inspections, occupancy certificates, tax stamps, boundary/line disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is a) not a "Permitted Title Exception" above, and b) is construed to be a valid objection or preclusion to title by the title insurance examination attorney chosen by Closer as the policy issuer (such attorney shall be deemed Buyer's attorney for title examination purposes only), and c) is communicated to the Parties prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option: have and fund a hundred and twenty (120) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such objections and preclusions; or choose to terminate the transaction by returning Buyer's down payment upon which the parties shall incur no further liability to the transaction or each other. If such objections cannot be satisfied within the Cure Period, the Down Payment shall be returned to the Buyer and this Contract shall be of no further force and effect. The Parties acknowledge and agree the following costs were estimated and disclosed by Broker, prior to the Auction or Sale:

SELLER shall pay their Closing fee (or 1/2 of a "single" Closing Fee), and all: State deed and/or stamp, the cost of certifying base abstracts (if required), filing fees for releases (if any), bankruptcy search fee (if any) and any other documents incurred by Seller (including lease assignments/stopgap). Seller shall deliver to Closer at or before Closing the duly executed and acknowledged Deed for delivery to Buyer upon payment of the Purchase Price.

BUYER shall pay their Closing fee (or 1/2 of a "single" Closing Fee), and all: Title exam and stamp fees; title insurance premium(s), filing fees for deed and any note/mortgage; each property will be subject to a charge as follows: Buyer's Premium of 2% (\$1,500 minimum for On-Line city properties, \$2,500 minimum for all others) added to the high bid, as indicated on Page 1 of this Contract, plat, survey, inspection or other fees announced or advertised for the Auction; costs of separate abstracting (if required); and any and all other Closing costs incurred by Buyer. Buyer shall deliver to Closer at or before Closing, for the benefit of Seller, payment in full of the unpaid portion of the Total Purchase Price; all such documents as the Closer or Seller shall require prior to or at the Closing to evidence and confirm the power and authority of Buyer to close the transaction contemplated herein; an affidavit regarding inspection and assuming payment of ad valorem and land benefit taxes for the current calendar year and thereafter; and such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing.

If the "Quick Close" option was available for this sale, as shown in DISCLOSURES section, and Buyer has paid the full Purchase Price, applicable service fees and all other announced costs in full herein on the day of the auction, Seller shall pay on behalf of Buyer their closing fee, the title exam and search fees, owner's title insurance premium and the filing fees for the deed; and Buyer shall make arrangements with the Closer (identified above) to complete all remaining documents required and/or customary for Closing within five (5) business days from the date herein or the earliest date Closer can accomplish such.

**5. TAXES AND PROVISIONS:** Seller shall pay in full: (i) all special assessments against the Property and of record at the date of Closing that are currently payable. Buyer agrees to be bound by same and to assume any special assessments (including payments) that may become payable after the Closing date; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property at the date of Closing; and (iii) the cost of any item of workmanship or material furnished prior to the date of Closing which is or may become a lien on the Property. If this sale or Buyer's use of the Property results in the assessment of additional taxes, whether for periods prior to, at or subsequent to the Closing, said taxes shall be the obligation of Buyer. Unless otherwise specified, the following items shall be prepared between the Parties as of the date of Closing: (i) taxes, if any; and (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not been fixed, the pro-ration shall be based upon the rate of levy for the previous calendar year. Any security deposit held by Seller from one or more tracts of the Property shall be transferred to Buyer at Closing and Buyer shall then assume all further liability to tenants, both in relation to such deposits and in relation to any then existing leases covering all or

any part of the Property, after Closing Buyer shall indemnify and hold Seller and Broker harmless from all liability to any tenant.

**6. CLOSING AND TRANSFER:** If the Closer or title insurer selected by Closer determines there are valid objections or preclusions to title as defined herein, the Closing shall be extended for the time permitted to allow Seller to cure same, as provided in Section 4 above. Upon notice from Seller or Broker that such objections have been satisfied, the Closer shall fix a date and time for Closing within two (2) business days. If Buyer requests an extension of the Closing, Seller shall have the sole right to grant Buyer an extension of Closing, for which Buyer shall pay Seller in advance a per diem fee equal to \$150 or 5/100 of a percent of the total sales price herein (0.005 x Sales Price), whichever is greater. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be borne by Seller, after Closing such risk shall be borne by Buyer. BUYER SHALL NOT BE GRANTED POSSESSION OR USE OF THE PROPERTY IN ANY MANNER WHATSOEVER UNTIL CLOSING.

**7. BREACH OR FAILURE TO CLOSE:** The parties agree that if SELLER has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interests, if any, Buyer may have regarding the Property and retain all sums previously paid on the Purchase Price as liquidated damages, or b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered. If BUYER has performed Buyer's obligations under this Contract and Seller fails to perform its obligations under the Contract, then Buyer may, as Buyer's sole and exclusive remedy, terminate Buyer's obligation to purchase the Property, by written notice to Seller.

**8. LIMITATION OF REMEDIES:** Buyer agrees that in no event shall Seller, Broker or Closer be liable to Buyer for actual, punitive, speculative or consequential damages, nor shall Buyer be entitled to bring a claim to enforce specific performance of this Contract. The Parties agree that neither shall make a claim for any breach of this contract, for rescission or revocation of acceptance, or for any warranty, misrepresentation, mistake or tort unless such Party first notifies the other Parties in writing of the basis, nature and amount of such Party's claim within one-hundred and eighty (180) days after the date of this Contract, or if Closing occurs, within thirty (30) days after the Closing Date, whichever is earlier and that any and all claims after such period shall be void as between the Parties. Any request for Arbitration by any Party must be filed within one (1) year after the date of this Contract, and shall be limited to the remedies previously described herein, or if the sale has already closed, Buyer agrees its sole and exclusive remedy, at law or in equity, shall be limited to liquidated damages not to exceed 1% of the Purchase Price herein. The Parties expressly stipulate and agree that it is difficult or impossible to accurately ascertain the amount of damages that might be suffered by Buyer (unless the sale was not closed and Buyer's Down Payment was returned, in which event it is stipulated and agreed herein that Buyer will have suffered no damages) and that the limit of 1% of the Purchase Price is a reasonable estimate of the amount of such damages to Buyer.

**9. ARBITRATION:** The Parties agree that any controversy or claim arising out of or relating to the sale of this Contract or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment in the award rendered may be entered in any court having jurisdiction thereof. Claims may include but are not limited to allegations of breach of contract, concealment, misrepresentation, negligence and/or fraud. Upon submission of a dispute to the AAA, the Parties agree to be bound by the rules of procedure and decision of the AAA. In the event any Party invokes Arbitration with respect to this Contract or any part of this transaction, including by or against Broker, the prevailing Party shall be entitled to an award of reasonable attorney's fees. THE PARTIES UNDERSTAND THAT, BY ENTERING INTO THIS AGREEMENT THEY ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE CLAIMS DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF BINDING ARBITRATION.

**10. SELLER AND BROKER DISCLAIMER:** Buyer acknowledges and agrees that Seller, Broker, their affiliates, agents, employees, officers, representatives or owners have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil, or geology; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon; (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness for a particular use or purpose of the Property; (f) the manner or quality of the construction or materials, if any, incorporated into the Property; (g) the manner, quality, state of repair or lack of repair of the Property; or (h) any other matter with respect to the Property, and specifically, that the foregoing period and entities have not made, do not make and specifically disclaim any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements including the disposal or existence, in or on the Property, of any hazardous materials; that Buyer has not relied upon representations, warranties, guarantees or promises or upon any statements made to any information provided concerning the property including but not limited to ads, brochures, website materials, signs, maps and sale day comment and instead has determined to make Buyer's bid after having made and relied solely on Buyer's own independent investigation, inspection, analysis, and evaluation of the Property and the facts and circumstances related thereto and that no warranty has arisen through trade, custom or course of dealing with Buyer. ANY INSPECTIONS, REPORTS, PROPERTY INFORMATION OR SURVEYS MADE AVAILABLE TO BUYER PRIOR TO OR AT THE SALE WERE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT, AND WILL NOT, BE RELIED UPON AS A REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

**11. INDEMNIFICATION OF BROKER AND CLOSER:** Seller and Buyer jointly and severally agree to indemnify and hold Closer and Broker harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Broker or Closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker or Closer hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Closer and Broker shall not be liable for any error or judgment or for any act done or omitted by them in good faith. Closer and Broker are authorized to act on any document believed by them to be executed by the proper party hereto, and will incur no liability in so acting. Closer and Broker are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.

**12. INTERPRETATION AND EFFECT OF THIS CONTRACT:** The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents, can only be amended or modified by a written agreement signed by both Parties, no amendment affecting Broker or Closer may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

**13. AGENCY DISCLOSURE:** The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact, that the identity of Broker's principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously agreed in writing by Broker) harmless from any claim for a commission or other compensation of any broker or agent other than Broker purporting to have represented or assisted them.

**14. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT (for Pre-1978 housing only) AND OTHER HAZARDS DISCLOSURES:**

**Lead Warning Statement** Every purchaser of any interest in residential real property, on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure** As evidenced by Seller's signature herein Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment** As evidenced by Buyer's signature herein Buyer has received copies of all information listed above, including the pamphlet Protect Your Family from Lead in Your Home and has received a 10-day opportunity prior to the auction to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, and/or has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** As evidenced by Broker's name hereon Broker (Agent) has informed the seller of seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

**Mold Statement** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. The seller, seller's agent, and Auctioneer cannot and does not represent or warrant the absence of mold. It is the buyer's obligation to determine whether a mold problem is present and to remediate such.

**Certification of Accuracy** The Parties have reviewed the information above and hereby certify as evidenced by their signatures herein on the date herein that to the best of their knowledge the information they have provided is true and accurate.

**NOTICE:** Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the property and have NO information to provide for disclosure. Properties are sold "As Is" - Where it and should be fully inspected prior to bidding. SELLER AND BROKER AND/OR AUCTION COMPANY HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.

**15. ADDENDUM:** Pursuant to section 28 of the attached Real Estate Purchase Addendum, this document is subject to all terms and conditions set forth in the Real Estate Purchase Addendum.



SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO:

- (A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;
- (B) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND
- (C) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning, repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not, in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

In the event the Property is affected by an environmental hazard, as determined by the Seller, either party may terminate this Agreement. In the event the Seller decides to sell the Property to the Purchaser and the Purchaser agrees to purchase the Property, the Purchaser agrees to execute a general release at closing, in a form acceptable to Seller, releasing the Seller from any liability related to the environmental hazard or conditions of the Property. In the event the Purchaser elects not to execute the disclosure and release, at the Seller's discretion, this Agreement is automatically terminated.

In the event the Seller has received official notice that the Property is in violation of building codes or similar laws or regulations, the Seller may terminate this Agreement or delay the date of closing or the Purchaser may terminate this Agreement. In the event this Agreement is terminated by either Purchaser or Seller pursuant to this Section 6 of this Addendum, any earnest money deposit will be returned to the Purchaser. If there is an enforcement proceeding arising from allegations of such violations before an enforcement board, special master, court or similar enforcement body, and neither the Purchaser nor the Seller terminate this Agreement, the Purchaser agrees (a) to accept the Property subject to the violations, (b) to be responsible for compliance with the applicable code and with orders issued in any code enforcement proceeding and (c) to resolve the deficiencies as soon as possible after the closing. The Purchaser agrees to execute any and all documents necessary or required for closing by any agency with jurisdiction over the Property. The Purchaser further agrees to indemnify the Seller from any and all claims or liability arising from the Purchaser's breach of this Section 6 of this Addendum.

The closing of this sale shall constitute acknowledgement by the Purchaser that Purchaser had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Purchaser. The Purchaser agrees that the Seller shall have no liability for any claims or losses the Purchaser or the Purchaser's successors or assigns may incur as a result of construction or other defects which may now or hereafter exist with respect to the Property.

The Seller is exempt from filing a disclosure statement as the Property was acquired through foreclosure, deed in lieu of foreclosure, forfeiture, tax sale, eminent domain or similar process. For Alaska transactions, the Seller and the Purchaser have previously executed a waiver of the disclosure provisions of Alaska statutes.

PURCHASER (Initials)   
SELLER (Initials)

01/09/2008

7. **Repairs:** All treatments for wood infesting organisms and other repairs will be completed by a vendor approved by the Seller, and will be subject to the Seller's satisfaction only. If the Seller has agreed to pay for treatment of wood infesting organisms, the Seller shall treat only active infestation. Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Purchaser or its representatives makes repairs and/or treatments to the Property prior to closing, the Purchaser hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments. The Purchaser acknowledges that all repairs and treatments are done for the benefit of the Seller and not for the benefit of the Purchaser and that the Seller shall be completed prior to the closing. Under no circumstances shall the Seller be required to make any repairs or treatments after the Closing Date. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that the Purchaser is satisfied with the condition of the Property and with all repairs and treatments to the Property and waives all claims related to such condition and to the quality of the repairs or treatments to the Property. Any repairs or treatments shall be performed for functional purposes only and exact restoration of appearance or cosmetic items following any repairs or treatments shall not be required. The Seller shall not be obligated to obtain or provide to the Purchaser any receipts for repairs, or treatments, written statements indicating dates or types of repairs and/or treatments or copies of such receipts or statements nor any other documentation regarding any repairs and treatments to the Property. **THE SELLER DOES NOT WARRANT OR GUARANTEE ANY WORK, REPAIRS OR TREATMENTS TO THE PROPERTY.**

8. **Occupancy Status of Property:** The Purchaser acknowledges that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. The Purchaser acknowledges that closing on this transaction shall be deemed the Purchaser's reaffirmation that neither the Seller, nor its representatives, agents or assigns, has made any warranties or representations, implied or expressed, relating to the existence of any tenants or occupants at the Property unless otherwise noted in Section 38 of this Addendum. The Seller, its representatives, agents or assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to closing unless otherwise noted in Section 38 of this Addendum.

The Purchaser further acknowledges that, to the best of the Purchaser's knowledge, the Seller is not holding any security deposits from former or current tenants and has no information as to such security deposits as may have been paid by the former or current tenants to anyone and agrees that no sums representing such tenant security deposits shall be transferred to the Purchaser as part of this transaction. The Purchaser further agrees to assume all responsibility and liability for the refund of such security deposits to the tenants pursuant to the provisions of applicable laws and regulations. All rents, due and payable and collected from tenants for the month in which closing occurs will be prorated according to the provisions of Section 10 of this Addendum.

The Purchaser acknowledges that this Property may be subject to the provisions of local rent control ordinances and regulations. The Purchaser agrees that upon the closing all eviction proceedings and other duties and responsibilities of a property owner and landlord, including but not limited to, those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.

9. **Personal Property:** Items of personal property, including but not limited to window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes and garage door openers, now or hereafter located on the Property are not included in this sale or the purchase price unless the personal property is specifically described and referenced in Section 38 of this Addendum. Any personal property at or on the Property may be subject to claims by third parties and, therefore, may be removed from the Property prior to or after the Closing Date. The Seller makes no representation or warranty as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. The Purchaser assumes responsibility for any personal property remaining on the Property at the time of closing.

10. **Closing Costs and Adjustments:**

- (a) The Purchaser and the Seller agree to prorate the following expenses as of closing and funding: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. In determining prorations, the funding date shall be allocated to the Purchaser. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Purchaser and the Seller as of closing date with payments not yet due and owing to be assumed by the Purchaser without credit toward purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final. The Seller shall not be responsible for any amounts due, paid or to be paid after closing, including but not limited to, any taxes, penalties or interest assessed or due as a result of retroactive, postponed or additional taxes resulting from any change in use of, or construction on, or improvement to the Property, or an adjustment in the appraised value of the Property. In the event the Seller has paid any taxes, special assessments or other fees and there is a refund of any such taxes, assessments or fees after closing, and the Purchaser as current owner of the Property receives the payment, the Purchaser will immediately submit the refund to the Seller. If the Property is heated by or has storage tanks for fuel oil, liquefied petroleum gases or similar fuel, the Purchaser will buy the fuel in the tank at closing at the current price as calculated by the supplier.
- (b) Regardless of local custom, requirements or practice, the Purchaser shall pay any and all realty transfer taxes due as a result of the conveyance of the Property. The Purchaser shall pay all other costs and fees incurred in the transfer of the Property, including cost of any survey, title policy, escrow or closing fees and lender required fees, except as expressly assumed by the Seller in Section 38 of this Addendum.
- (c) If Fannie Mae is the owner and the Seller hereunder, the Purchaser acknowledges that Fannie Mae is a congressionally chartered corporation and is exempt from realty transfer taxes pursuant to 12 U.S.C. 1723a(c)(2).
- (d) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker.

PURCHASER (Initials) \_\_\_\_\_  
SELLER (Initials) \_\_\_\_\_

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11. **Delivery of Funds:** Regardless of local custom, requirements, or practice, upon delivery of the deed by the Seller to the Purchaser, the Purchaser shall deliver all funds due the Seller from the sale in the form of cash, bank check, certified check or wire transfer. An attorney's trust fund check shall not be sufficient to satisfy this provision unless the bank holding the account on which the trust fund check is drawn certifies the trust fund check.
12. **Certificate of Occupancy:** If the Property is located in a jurisdiction that requires a certificate of occupancy, smoke detector certification, septic certification or any similar certification or permit ("Certificate of Occupancy") or any form of improvement or repair to the Property to obtain such Certificate of Occupancy necessary for the Property to be occupied, the Purchaser understands that the Seller requires the Certificate of Occupancy to be obtained by the Purchaser at the Purchaser's sole cost and expense. The Purchaser shall make application for all Certificates of Occupancy within ten (10) days of the Verbal Acknowledgment Date. The Purchaser shall not have the right to delay the closing due to the Purchaser's failure or inability to obtain any required Certificate of Occupancy. Failure of the Purchaser to obtain and furnish the Certificate of Occupancy shall be a material breach of the Agreement. Neither the Purchaser, nor its representatives, shall enter upon the Property to make any repairs and/or treatments prior to closing without the prior written consent of the Seller. To the extent that the Purchaser or its representatives makes repairs and/or treatments to the Property prior to closing, the Purchaser hereby agrees to release and indemnify the Seller from and against any and all claims related in any way to the repairs and/or treatments and further agrees to execute a release and indemnification in a form acceptable to the Seller prior to the commencement of any such repairs or treatments.
13. **Delivery of Possession of Property:** The Seller shall deliver possession of the Property to the Purchaser at closing and funding of sale. The delivery of possession shall be subject to the rights of any tenants or parties in possession per Section 8 of this Addendum. If the Purchaser alters the Property or causes the Property to be altered in any way and/or occupies the Property or allows any other person to occupy the Property prior to closing and funding without the prior written consent of the Seller, such event shall constitute a breach by the Purchaser under this Agreement and the Seller may terminate this Agreement and the Purchaser shall be liable to the Seller for damages caused by any such alteration or occupation of the Property prior to closing and funding and waives any and all claims for damages or compensations for improvements made by the Purchaser to the Property including, but not limited to, any claims for unjust enrichment.
14. **Deed:** The deed to be delivered at closing shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise (which deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed). Any reference to the term "Deed" or "Special Warranty Deed" herein shall be construed to refer to such form of deed.
15. **Defects in Title:** If the Purchaser raises an objection to the Seller's title to the Property, which, if valid, would make title to the Property uninsurable, the Seller shall have the right unilaterally to terminate this Agreement by giving written notice of the termination to the Purchaser. However, if the Seller is able to correct the problem through reasonable efforts, as the Seller determines, at its sole and absolute discretion, prior to the closing date set forth in this Agreement, including any written extensions, or if title insurance is available from a reputable title insurance company at regular rates containing affirmative coverage for the title objections, then this Agreement shall remain in full force and the Purchaser shall perform pursuant to the terms set in this Agreement. The Seller is not obligated to remove any exception or to bring any action or proceeding or bear any expense in order to convey title to the Property or to make the title marketable and/or insurable but any attempt by the Seller to remove such title exceptions shall not impose an obligation upon the Seller to remove those exceptions. The Purchaser acknowledges that the Seller's title to the Property may be subject to court approval of foreclosure or to mortgagor's right of redemption. In the event the Seller is not able to (a) make the title insurable or correct any problem or (b) obtain title insurance from a reputable title insurance company, all as provided herein, the Purchaser may terminate this Agreement and any earnest money deposit will be returned to the Purchaser as the Purchaser's sole remedy at law or equity.
16. **Representations and Warranties:**  
The Purchaser represents and warrants to the Seller the following:
  - (a) The Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
  - (b) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof, except as expressly set forth in Section 38 of this Addendum;
  - (c) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller; and
  - (d) The Purchaser will not occupy or cause or permit others to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after closing.
  - (e) The Purchaser            has             has not previously purchased a Fannie Mae owned property.

PURCHASER (Initials)             
SELLER (Initials)           

01/09/2008

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020/025

17. WAIVERS:

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER WAIVES THE FOLLOWING:

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST THE SELLER FOR SPECIFIC PERFORMANCE;
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;
- (C) RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT IF INVOKED, WOULD PREVENT THE SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY PURCHASER;
- (D) ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PROPORTIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PROPORTIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;
- (E) ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THIS AGREEMENT;
- (F) ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN SECTION 19 OF THIS ADDENDUM, TO WHICH THE PURCHASER MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;
- (G) TRIAL BY JURY, EXCEPT AS PROHIBITED BY LAW, IN ANY LITIGATION ARISING FROM OR CONNECTED WITH OR RELATED TO THIS AGREEMENT;
- (H) ANY CLAIMS OR LOSSES THE PURCHASER MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE PROPERTY, OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY;
- (I) ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY INCLUDING, BUT NOT LIMITED TO, MOLD, LEAD PAINT, FUEL OIL, ALLERGENS, OR OTHER TOXIC SUBSTANCES OF ANY KIND;
- (J) ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD THE SELLER RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE; AND
- (K) ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS.

References to the "Seller" in this Section 17 of the Addendum shall include the Seller and the Seller's servicers, representatives, agents, brokers, employees, or assigns.

In the event that the Purchaser breaches any of the warranties described or contemplated under this Section 17 of this Addendum and a court finds that such action is without merit, the Purchaser shall pay all reasonable attorneys fee and cost incurred by the Seller in defending such action, and the Purchaser shall pay Five Thousand Dollars (\$5,000) as liquidated damages for breach of this Section 17 of the Addendum, which amount shall be in addition to any liquidated damages held or covered by the Seller pursuant to Section 19 of this Addendum.

18. Conditions to the Seller's Performance: The Seller shall have the right, at the Seller's sole discretion, to extend the closing date or to terminate this Agreement if:

- (a) full payment of any mortgage insurance claim related to the loan previously secured by the Property is not confirmed prior to the closing date or the mortgage insurance company exercises its right to acquire title to the Property;
- (b) The Seller determines that it is unable to convey good and marketable title to the Property insurable by a reputable title insurance company at regular rates;
- (c) The Seller has requested that the servicing lender, or any other party, repurchase the loan previously secured by the Property;
- (d) a third party with rights related to the sale of the property does not approve the sale terms.
- (e) full payment of any property, fire or hazard insurance claim is not confirmed prior to the closing or date set forth herein for closing;

PURCHASER (initials)   
SELLER (initials) 

01/03/2008

- (f) any third party, whether tenant, homeowner's association, or otherwise, exercises rights under a right of first refusal to purchase the Property;
- (g) the Purchaser is the former mortgagor of the Property whose interest was foreclosed, or is related to or affiliated in any way with the former mortgagor, and the Purchaser has not disclosed this fact to the Seller prior to the Seller's acceptance of this Agreement. Such failure to disclose shall constitute default under this Agreement, entitling the Seller to exercise any of its rights and remedies, including, without limitation, retaining the earnest money deposit; or
- (h) the Seller, at the Seller's sole discretion, determines that the sale of the Property to the Purchaser or any related transactions are in any way associated with illegal activity of any kind.

In the event the Seller elects to terminate this Agreement as a result of (a), (b), (c), (d), (e) or (g) above, the Seller shall return the Purchaser's earnest money deposit and the parties shall have no further obligation under this Agreement except as to any provision that survives termination pursuant to Section 24 of this Addendum.

19. Remedies for Default:

- (a) In the event of the Purchaser's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Seller, at its option, may retain the earnest money deposit and any other funds then paid by the Purchaser as liquidated damages and/or invoke any other remedy expressly set out in this Agreement and the Seller is automatically released from the obligation to sell the Property to the Purchaser and neither the Seller nor its representatives, agents, attorneys, successors, or assigns shall be liable to the Purchaser for any damages of any kind as a result of the Seller's failure to sell and convey the Property.
- (b) In the event of the Seller's default or material breach under the terms of this Agreement or if the Seller terminates this Agreement as provided under the provisions of this Agreement, the Purchaser shall be entitled to the return of the earnest money deposit as Purchaser's sole and exclusive remedy at law and/or equity. Any reference to a return of the Purchaser's earnest money deposit contained in the Agreement shall mean a return of the earnest money deposit less any escrow cancellation fees applicable to the Purchaser under this Agreement and less fees and costs payable for services and products provided during escrow at the Purchaser's request. The Purchaser waives any claims that the Property is unique and the Purchaser acknowledges that a return of its earnest money deposit can adequately and fairly compensate the Purchaser. Upon return of the earnest money deposit to the Purchaser, this Agreement shall be terminated, and the Purchaser and the Seller shall have no further liability, no further obligation, and no further responsibility each to the other and the Purchaser and the Seller shall be released from any further obligation each to the other in connection with this Agreement.
- (c) The Purchaser agrees that the Seller shall not be liable to the Purchaser for any special, consequential or punitive damages whatsoever, whether in contract, tort (including negligence and strict liability) or any other legal or equitable principle, including but not limited to any cost or expense incurred by the Purchaser in selling or surrendering a lease on a prior residence, obtaining other living accommodations, moving, storage or relocation expenses or any other such expense or cost arising from or related to this Agreement or a breach of this Agreement.
- (d) Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.
- (e) In the event either party elects to exercise its remedies as described in this Section 19 of this Addendum and this Agreement is terminated, the parties shall have no further obligation under this Agreement except as to any provision that survives the termination of this Agreement pursuant to Section 24 of this Addendum.

20. Indemnification: The Purchaser agrees to indemnify and fully protect, defend, and hold the Seller, its officers, directors, employees, shareholders, servants, representatives, agents, attorneys, tenants, brokers, successors or assigns harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against the Seller, its officers, directors, employees, shareholders, servants, representatives, agents, attorneys, tenants, brokers, successors or assigns, resulting from or arising out of:

- (a) inspections or repairs made by the Purchaser or its agents, employees, contractors, successors or assigns
- (b) the imposition of any fine or penalty imposed by any governmental entity resulting from the Purchaser's failure to timely obtain any Certificate of Occupancy or to comply with equivalent laws and regulations;
- (c) claims for amounts due and owed by the Seller for taxes, homeowner association dues or assessment or any other items prorated at closing under Section 10 of this Addendum, including any penalty, preinterest and other charges, arising from the proration of such amounts for which the Purchaser received a credit at closing under Section 10 of this Addendum and
- (d) the Purchaser's or the Purchaser's tenants, agents or representatives use and/or occupancy of the Property prior to closing and/or issuance of required certificates of occupancy.

21. Risk of Loss: The Purchaser assumes all risk of loss related to damage to the Property. In the event of fire, destruction or other casualty loss to the Property after the Seller's acceptance of this Agreement and prior to closing and funding, the Seller may, at its sole discretion, repair or restore the Property, or the Seller may terminate this Agreement. If the Seller elects to repair or restore the Property, then the Seller may, at its sole discretion, limit the amount to be expended. If the Seller elects to repair or restore the Property, the Purchaser's sole and exclusive remedy shall be either to acquire the Property in its then condition at the Purchase Price with no reduction thereof by reason of such loss or terminate this Agreement and receive a refund of any earnest money deposit.

PURCHASER (Initials) [Signature]  
SELLER (Initials) [Signature]

01/08/2008

04/28/2011 THU 14:14 FAX 614 644 2463 INVESTIGATIVE UNIT

022/025

22. **Eminent Domain:** In the event that the Seller's interest in the Property, or any part thereof, shall have been taken by eminent domain or shall be in the process of being taken on or before the closing date, either party may terminate this Agreement and the earnest money deposit shall be returned to the Purchaser and neither party shall have any further rights or liabilities hereunder except as provided in Section 24 of this Addendum.
23. **Keys:** The Purchaser understands that if the Seller is not in possession of keys, including but not limited to, mailbox keys, recreation area keys, gate cards, or automatic garage remote controls, then the cost of obtaining the same will be the responsibility of the Purchaser. The Purchaser also understands that if the Property includes an alarm system, the Seller cannot provide the access code and/or key and that the Purchaser is responsible for any costs associated with the alarm and/or changing the access code or obtaining keys. If the Property is presently on a Master Key System, the Seller will re-key the exterior doors to the Property prior to closing and funding at the Purchaser's expense. The Purchaser authorizes and instructs escrow holder to charge the account of the Purchaser at closing for the rekey.
24. **Survival:** Delivery of the deed to the Property to the Purchaser by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 6, 7, 8, 10, (2, 13, 16, 17, 19, 20, 21, 22, and 24 of this Addendum, as well as any other provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive the closing, funding and the delivery of the deed and/or termination of this Agreement by any party and continue in full force and effect.
25. **Further Assurances:** The Purchaser agrees to execute and deliver to the Seller at closing, or otherwise as requested by the Seller, documents including Fannie Mae's NPD Form 4 (Waiver and Release Regarding Property Condition at Closing), NPD Form 5 (Tax Proration Agreement) or documents that are substantially the same, and to take such other action as reasonably may be necessary to further the purpose of this Agreement. Copies of referenced documents are available from the Seller's listing agent upon request by the Purchaser.
26. **Severability:** The invalidity, illegality or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.
27. **Assignment of Agreement:** The Purchaser shall not assign this Agreement without the express written consent of the Seller. The Seller may assign this Agreement at its sole discretion without prior notice to, or consent of, the Purchaser.
28. **EFFECT OF ADDENDUM; THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THIS AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW.** The undersigned, if executing this Agreement on behalf of a Seller and/or the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.
29. **Entire Agreement:** This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or the Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supercedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. **NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY THE SELLER AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF THE SELLER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT.** All negotiations are merged into this Agreement. The Seller is not obligated by any other written or verbal statements made by the Seller, the Seller's representatives, or any real estate licensee.
30. **Modification:** No provision, term or clause of this Agreement shall be revised, modified, amended or waived except by an instrument in writing signed by the Purchaser and the Seller.
31. **Rights of Others:** This Agreement does not create any rights, claims or benefits inuring to any person or entity, other than Seller's successors and/or assigns, that is not a party to this Agreement, nor does it create or establish any third party beneficiary to this Agreement.
32. **Counterparts:** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.
33. **Headings:** The titles to the sections and headings of various paragraphs of this Agreement are placed for convenience of reference only and in case of conflict, the text of this Agreement, rather than such titles or headings shall control.
34. **Gender:** Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender.
35. **Force Majeure:** Except as provided in Section 21 to the Addendum, no party shall be responsible for delays or failure of performance resulting from acts of God, riots, acts of war, epidemics, power failures, earthquakes or other disasters, providing such delay or failure of performance could not have been prevented by reasonable precautions and cannot reasonably be circumvented by such party through use of alternate sources, workaround plans or other means.

PURCHASER (Initials) *CB*  
SELLER (Initials) *RSB*

01/08/2008

36. Attorney Review: The Purchaser acknowledges that Purchaser had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.
37. Notices: Any notices required to be given under this Agreement shall be deemed to have been delivered when actually received in the case of hand or overnight delivery, or five (5) days after mailing by first class mail, postage paid, or by fax with confirmation of transmission to the numbers below. All notices to the Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's listing broker or agent or Seller's attorney, at the address or fax number shown below. All notices to the Purchaser shall be deemed sent or delivered when sent or delivered to the Purchaser or the Purchaser's attorney or agent at the address or fax number shown below.
38. Additional Terms or Conditions:

The purchase price is the sum of the winning bid plus a 5% buyers premium. Commission to the broker will be calculated on the winning bid, not the purchase price. The buyers' premium of \$1,760 shall be credited to the auction company at closing.

Seller to pay for the owner's title policy and lender's title policy in the amount of 300.00 and closing shall take place with Seller's closing agent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASER (Initials) AB  
SELLER (Initials) RSB

01/08/2008

IN WITNESS WHEREOF, the Purchaser and the Seller have entered into this Agreement as of the date first set forth above.

**PURCHASER(S):**

Signature: Buyer Signature: [Signature]

Date: SEPTEMBER 17, 2008

Print Name: GREGORY A CROFT

Address: \_\_\_\_\_

ASHLAND, OH 44805

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: SEPTEMBER 17, 2008

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PURCHASER'S AGENT:**

Brokerage Firm: \_\_\_\_\_

Purchaser's Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

**PURCHASER'S ATTORNEY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

**SELLER:**

FANNIE MAE: [Signature]

FANNIE MAE as Agent and Attorney in Fact

for: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER'S AGENT:**

Brokerage Firm: Williams & Williams

Seller's Agent Name: CHERYL RUSH For Dean Williams

Address: 7666 E. 61st St 135

Tulsa, OK 74133

Telephone: (918) 250-2012

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

Fax: (918) 250-3756

**SELLER'S ATTORNEY:**

Name: HILE FIRST

Address: 555 S FRONT ST STE 200

COLUMBUS, OH 43215

Telephone: 614-583-1425

Fax: 614-380-0648

PURCHASER (Initials) [Signature]  
SELLER (Initials) [Signature]

01/08/2008

### AGENCY DISCLOSURE STATEMENT



The Broker / Auctioneer who is providing you with this form may be required to do so by state law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction and that you understand the disbursement of the Buyer's Premium or commissions charged in this transaction.

Property Address: [REDACTED]  
Buyer(s): GREGORY A CROFT  
Seller(s): [REDACTED]

#### AUCTIONEER / BROKERAGES / AGENTS

The Buyer may be represented by a Broker / Agent at any time. Broker / Agent must register buyer with Williams & Williams 24 hours prior to auction to be compensated on this transaction.

The Auctioneer represents the Seller and the Seller only.

The Seller is represented by Williams & Williams and may also maintain another Listing Broker.

If no Party has been registered by a Broker/Agents, the Party is not represented and agrees to represent his/her own best interest. Any information provided Williams & Williams may be disclosed to the Seller.

#### BUYER'S PREMIUM / AUCTION SERVICES FEE

The Buyer's Premium or Auction Services fees collected in this transaction will be distributed to cover the costs of auction and sale from pre-auction through closing. This is a standard practice utilized by most auction firms.

#### COMMISSION STRUCTURE

The Brokers / Agents / Auctioneers will be compensated per the Listing / Agency Agreement with Seller. Typically, the commission structure is as follows (unless previously disclosed):

- Seller's Listing Broker (if not Williams & Williams) - 2.5%
- Buyer's Broker (if registered prior to auction with Williams & Williams) - 2%
- Balance to Williams & Williams as Seller's Broker / Auctioneer / Foreclosure Agent / Power of Attorney Holder

**Responsibilities of the Parties:** The duties of the agent, brokerage, and auction firm 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 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, PLEASE CONSULT THE APPROPRIATE PROFESSIONAL.

I (we) consent to the above relationships and roles as we enter into this real estate transaction. By signing below, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent.

Buyer Signature: [Signature]  
 SEPTEMBER 17, 2008  
 BUYER [Signature] DATE 09/17/08  
 BUYER [Signature] DATE SEPTEMBER 17, 2008

[Signature] [Signature]  
 SELLER DATE  
 SELLER DATE



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services Division
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



Ted Strickland, Governor  
Henry Guzmán, Director  
Cathy Collins-Taylor  
Executive Director

Ohio Investigative Unit  
1970 West Broad Street  
P.O. Box 182081  
Columbus, Ohio 43218-2081  
(614) 644-2415  
www.oiu.ohio.gov

## MEMORANDUM

TO: Kevin Page, Deputy Director, Southern Operations

FROM: Greg A. Croft, Assistant Agent in Charge, Columbus District

SUBJECT: Residency Requirements

DATE: 01/02/08

Sir,

As previously discussed, I have been unable to find new living quarters that satisfy the residency requirements for sworn-exempt personnel. I am in a unique situation, as you are aware my spouse is also bound by residency requirements due to her position in the Akron District. My primary residence has been for sale for over a year now. I have placed multiple bids on properties and was in contract with a bank owned property three months ago. The contract fell through due to the bank itself entering into bankruptcy. I am confident I will be able to find suitable residence in the very near future. I have a full time realtor giving me weekly and biweekly reports on any and all new properties on the market. I am requesting an extension of being able to park my issued vehicle at the Ashland County Sheriffs Office. Thank you in advance for your consideration into this matter.

Respectfully,

Greg A. Croft

### Mission Statement

*"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."*

**From:** Kevin Page  
**To:** Gregory Croft  
**CC:** Wade Sagraves  
**Date:** 1/3/2008 10:06 AM  
**Subject:** Re: Fwd: Residence Memo

Please read them response from the E.D. your extension is approved, with an update in three months.  
KP

Kevin L. Page  
Deputy Director - Operations  
Ohio Investigative Unit  
[REDACTED]

>>> Cathy Collins-Taylor 01/02/2008 4:53 PM >>>

Kevin,

I don't have an issue with granting this. Could he give us an update in 3 months?

cct

>>> Kevin Page 1/2/2008 1:31 PM >>>

Greg, asking for an extension.

KP

Kevin L. Page  
Deputy Director - Operations  
Ohio Investigative Unit  
[REDACTED]

>>> Gregory Croft 01/02/2008 10:41 AM >>>

Sir,

Please find the attached memo in regards to our earlier conversations. Thanks,

Croft



**OHIO DEPARTMENT  
OF PUBLIC SAFETY**  
EDUCATION • SERVICE • PROTECTION

- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services Division
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



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(614) 644-2415  
www.oiu.ohio.gov

## MEMORANDUM

TO: Kevin Page, Deputy Director, Southern Operations

FROM: Greg A. Croft, Assistant Agent in Charge, Columbus District

SUBJECT: Residency Requirements

DATE: 06/06/2008

Sir,

In regards to our conversation on June 4, 2008, I am writing to give you an update on my residency status. I have secured an apartment within the required area for the Columbus District. Unfortunately my primary house has yet to be sold. We have just entered into a six month contract with another realtor on June 6, 2008 and are hopeful our house will sell within that time frame. As we discussed, the apartment is approximately 30 miles from our house and it is becoming a hardship for my family, as the demands of the newborn child are becoming more and more each day. Meredith and I are currently both on night shift and child care is extremely difficult at this time. Furthermore, as you know, we have bid and lost on several homes in the last 12-18 months due to circumstances beyond our control. In months past I have been permitted to park my state vehicle at the Ashland County Sheriff's Office and I am requesting to do so once more. Again, this is a secured location, well within the required residency restrictions. As for response time, our house is approximately 7 miles from the Sheriff's Office. Please take into consideration my unique situation and advise what course of action you will allow me to take.

Respectfully,

Greg A. Croft

### Mission Statement

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- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
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- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



Ted Strickland, Governor  
 Henry Guzmán, Director  
 Cathy Collins-Taylor  
 Executive Director

Ohio Investigative Unit  
 1970 West Broad Street  
 P.O. Box 182081  
 Columbus, Ohio 43218-2081  
 (614) 644-2415  
 www.oiu.ohio.gov

## MEMORANDUM

TO: Kevin Page, Deputy Director, Southern Operations

FROM: Greg A. Croft, Assistant Agent in Charge, Columbus District

SUBJECT: Residency Requirements

DATE: 09/23/08

Sir,

This is a follow up to our previous conversation. I was able to purchase a home within the residency requirements of the Columbus District Office. It is located at [REDACTED] Ashland, Ohio. The closing date will be 10/17/08. I will continue to park my state issued vehicle at the ACSO until the home is in my name. I will make the change of address in OLLE when this occurs. Unfortunately, we have yet to sell our other house and will be having the burden of maintaining two homes until it is sold. It remains on the market and am hopeful something will happen real soon. I verbally notified E.D. Collins-Taylor of the purchase during our AI training on 9/17. I appreciate all of the assistance you have given me during this lengthy transition.

Respectfully,

Greg A. Croft

### Mission Statement

*"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."*



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
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- Office of Criminal Justice Services
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- Ohio Investigative Unit
- Ohio State Highway Patrol



Ted Strickland, Governor  
Cathy Collins-Taylor, Director  
Glenn L. Taylor, Sr.  
Executive Director

Ohio Investigative Unit  
1970 West Broad Street  
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Columbus, Ohio 43218-2081  
(614) 644-2415  
www.oiu.ohio.gov

TO: MEMO TO FILE-GAC

FROM: Greg A. Croft, Asst. Agent in Charge, Columbus

SUBJECT: Meeting with DD Conley

DATE: 8/11/2010

I had a meeting with DD Conley at the Columbus District yesterday. We went over several cases going on in the district and the anticipation of search warrants in the Stolen Property cases. We talked small talk and I felt the discussion went real well. Towards the end of the conversation he stated to me he noticed in OLLE Meredith and I have different addresses. I thought this was odd, and is the reason for this memo. I informed him since 2007 I have not been able to take my state car to the address shown as MAC's residence. I informed him about trying to sell our original house for several years and also about the house in Ashland that is within the air mileage. I told him it's been a major hardship for me and my family trying to maintain two homes over the years, but we were hopeful of a sale or even a transfer in the future. I was surprised he didn't know the information already, but he stated it was admirable the sacrifices some of us make in this job to make it all work. He said he heard several people have made the same type of sacrifices and it amazed him. He said he wasn't used to having to deal with state wide offices, as he came from the county and one report in location. I felt it was a positive meeting and look forward to working with him in the future.

#### Mission Statement

*"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."*