

given for the protection of Dye Real Estate and Land Company only. No other person or entity may rely on the opinion expressed herein; nor is any liability assumed by the certification except to. If the buyer or the buyer's lender requires title insurance, the expense for such insurance shall be the responsibility of the buyer. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts are being sold "AS IS".

Closing: The balance of the purchase price is due at closing, which will take place within 45 days after the auction. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.

Possession: At closing for the cropland. Subject to tenants' rights for the dwelling. Tract 1: buyer to reimburse current tenant \$2,677.50 for fall applied cover crop prior to possession. Tract 2: Buyer to reimburse current tenant \$3,770 for chicken manure and \$1,015 for fall tillage prior to possession.

Real Estate Taxes: All taxes and assessments shall be prorated to the day of closing. In prorating taxes and assessments, the most current available tax information shall be used. Property is currently in CAUV. If purchaser removes the property from CAUV purchaser will be responsible for the payment of any CAUV tax recoupment. New taxes may be established due to the creation of new parcels.

Tract Map and Acreage: All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information. Final surveyed acreages are subject to change by the closing of the sale. All final prices will be established by multiplying the per acre price by the new surveyed acreage.

Mineral Rights: The sale will include 100% of the mineral rights, if any, owned by the seller.

Survey: The seller will provide a new survey and legal description if required to transfer. If governmental authority approves the legal description under its current form then the buyer agrees to accept the current acreage described under the current legal description. If a new survey is obtained the total sales price will be established by multiplying the per acre price established at the auction by the total acreage according to the new survey.

Agency: Dye Real Estate and Land Company, and its representatives, are sole agents for the seller.

Disclaimer and Absence of Warranties: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The properties are being sold "AS IS, WHERE IS" with no warranty or representation, either expressed or implied, concerning the property is made by the Seller or Dye Real Estate and Land Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or Dye Real Estate and Land Company.

ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT.

Seller: James M. Gossard and Dianna L. Gossard
Auctioneer and Real Estate Broker: Devin Dye
Assisting Auctioneers: Mike Reindel and Matthew Bowers
Licensed and Bonded in favor of the State of Ohio.