

# RESIDENTIAL BUILDING LOTS AUCTION

LIVE & ON-SITE w/ONLINE BIDDING

THURS. JUNE 29 @ 6:00PM

PERRY TOWNSHIP - PERRY LSD - 14+ ACRES - 4 PARCELS



*Hilton St NW, Massillon, OH 44646*

Residential Building Lots in Perry Township, Perry LSD. 14.68 Acres in Parcels, 3-4 Acre Wooded Home Sites. Zoned R2 with All Utilities near Sippo Lake and close to Watson School. PARCEL #1: 4+ Acre Building Site with Access from Hilton St. NW & Avis Ave. NW. Parcel #2: 4+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #3: 3+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #4: 3+ Acre Building Site with Access from Partridge St. NW. Purchase in any combination or Buy all 14+ Acres. Call for Bidders Information Packet with Complete Terms & Parcel Maps or Visit our Website. Rare Opportunity to buy Wooded Homesites in Perry Township, Private Convenient Location close to Schools and Business Retail Districts.

OPEN HOUSE DATES: June 15, 22 & 29 (All Times 4-6p)

**KW** LEGACY  
GROUP REALTY  
KELLERWILLIAMS.

**330.879.5000**

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Real Estate Auctions

# **PERRY TWP OHIO REAL ESTATE**

## **Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

**YOUR PROPERTY INFORMATION PACKAGE INCLUDES THE FOLLOWING:**

- 1. Real Estate Offering Overview**
- 2. Disclaimer and Agency Disclosure**
- 3. Stark County Auditor Cards, Photos, Parcel & Property Maps**
- 4. Perry Twp. Zoning Maps & Guidelines**
- 5. Preliminary Commitment of Title**
- 6. Purchase and Sale Agreement**
- 7. Terms of Sale – Broker Participation**
- 8. Bidder's Statement**
- 9. Financing**

**DUTTON REAL ESTATE AUCTIONS**

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Canton, OH 44718

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**KELLERWILLIAMS  
LEGACY GROUP REALTY**

**COMMITTED TO EXCELLENCE**

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 1**

# **REAL ESTATE OFFERING OVERVIEW**

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## Cross Property Buyer Full



Land ML: **4459621**  
[Hilton St NW, Massillon, OH 44646](#)

Status: **Active**

List Price: **\$0(Auc)**

Subdiv/Complex:  
Prop Subtype: **Land**  
Parcel ID: **10012274**  
MLS Cross Ref #:

Twp: **Perry Twp**  
County: **Stark**  
Price/Acre: **\$**

Sold Price:  
Closing Date:

Directions: **From Lincoln Way take Austin Ave. NW to Hilton St. NW & Property.**

### General Information

Lot Size (Acres): **3.000**  
Lot Size Source:

Number of Lots: **1**  
Tillable Acres:  
Wooded Acres: **3.00**

Annual Taxes: **1101**  
Homestead: **No**  
Assessments: **No**

School Dist: **Perry LSD**

Frontage Feet:

Pasture Acres:

CAUV Taxes:

Avail for Auction: **Yes**  
Auction Date: **06/29/2023, 6:00PM-7:00PM**

Lot Front/Depth:

Lake Area In Acres:

Fence:

Irregular Lot:

Utilities Avail:

**Electric, Gas, Phone Lines, Sewer, Water Public Water, Public Sewer**

Divisible: **Yes**

Easements YN: **No**

Water/Sewer:

Driveway: **None**

Access: **City Street**

Lot Description: **Add'l Land Avail, Cul de Sac, Dead End Street, Level/Flat, Wooded/Treed**

View Description: **Wooded**

Topography: **Level, Ravined, Wooded**

Improvements: **None**

Barns, Etc:

Farm Equipment:

Amenities:

Environmental Issues: **None**

Natural Resource Rig:

Existing Leases:

Terms Conditions:

Restrictions:

Req Property Reports: **Topo Map**

HOA: **No**

Remarks: **REAL ESTATE AUCTION JUNE 29, 2023 @ 6:00PM. Live On-Site & On-Line Bidding Available. ONLINE BIDDING Begins June 23 and LIVE ON-SITE BIDDING WILL Begin Thursday June 29 @ 6:00 PM. Residential Building Lots in Perry Township, Perry LSD. 14.68 Acres in Parcels, 3-4 Acre Wooded Home Sites. Zoned R2 with All Utilities near Sippo Lake and close to Watson School. PARCEL #1: 4+ Acre Building Site with Access from Hilton St. NW & Avis Ave. NW. Parcel #2: 4+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #3: 3+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #4: 3+ Acre Building Site with Access from Partridge St. NW. Purchase in any combination or Buy all 14+ Acres. Call for Bidders Information Packet with Complete Terms & Parcel Maps or Visit our Website. Rare Opportunity to buy Wooded Homesites in Perry Township, Private Convenient Location close to Schools and Business Retail Districts.**

Presented By:

**Jared E. Dutton**  
Primary: **(330) 879-5000**  
Fax: **(330) 433-6010**

**Keller Williams Legacy Group Realty**  
4974 Higbee Ave., Ste. 201  
Canton, OH 44718  
**(330) 433-6005**

**06/14/2023**

E-Mail: **jdutton3@kw.com**  
Web Page: **http://www.duttoncompany.com**

Fax: **(330) 433-6010**  
*See our listings online:*

Featured properties may not be listed by the office/agent presenting this brochure.  
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# **PERRY TWP. OHIO REAL ESTATE**

## **Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

### **REAL ESTATE OFFERING OVERVIEW**

**THE REAL ESTATE AUCTION OFFERING: REAL ESTATE AUCTION JUNE 29, 2023 @ 6:00PM. Live On-Site & On-Line Bidding Available. ONLINE BIDDING Begins June 23 and LIVE ON-SITE BIDDING WILL Begin Thursday June 29 @ 6:00 PM. Residential Building Lots in Perry Township, Perry LSD. 14.68 Acres in Parcels, 3-4 Acre Wooded Home Sites. Zoned R2 with All Utilities near Sippo Lake and close to Watson School. PARCEL #1: 4+ Acre Building Site with Access from Hilton St. NW & Avis Ave. NW. Parcel #2: 4+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #3: 3+ Acre Building Site with Access from Pheasant Grove Ave. NW. PARCEL #4: 3+ Acre Building Site with Access from Partridge St. NW. Purchase in any combination or Buy all 14+ Acres. Call for Bidders Information Packet with Complete Terms & Parcel Maps or Visit our Website. Rare Opportunity to buy Wooded Homesites in Perry Township, Private Convenient Location close to Schools and Business Retail Districts.**

**TIME AND PLACE OF AUCTION: Auction will be held Online & On-Site at Pheasant Grove Ave NW, Massillon, OH 44646 (Parcel #3) @ 6PM**

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER: Bidding will be On-Site with On-Line Bidding Available. High Bidder will be required to tender 10% of High Bid down day of sale, with the balance due in full at closing. Buyer's Premium of 10% added to high bid to determine the total purchase price. All desired inspections to be completed prior to commencement of bidding. Property selling As-Is, Where-Is.**

**CLOSING PROCEDURE: Closing shall occur on or before July 31, 2023 at which time purchaser shall pay the balance of the purchase price. Transfer of title will be by General WarrantyDeed. Time is of the essence.**

Each Group seeking to inspect the property will be required to obtain the Bidders Information Packet on the Property, which is available at the on-site open house inspection periods.

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 2**

# **DISCLAIMER AND AGENCY DISCLOSURE**

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# PERRY TWP. OHIO REAL ESTATE

## Residential Building Sites - Zoned R-2

Stark Co. – Perry Twp. – Richville, Ohio

**AUCTION: JUNE 29 @ 6 PM**

**DISCLAIMER:** This Property Information Packet is solely intended to provide interested parties with preliminary information only and is not a solicitation of offers and does not constitute an offer to sell. The delivery of this material to any person shall not create any agency relationship between such person and Keller Williams Commercial, Broker and Jared Dutton, Auctioneer or being known as “Marketing Group” for the Property. The information included herein is believed to be correct, but it is not guaranteed; some of the information furnished is from outside sources deemed to be reliable but is not certified as accurate by the Marketing Group.

All the information contained herein subject to corrections, errors and omissions. All offers must be based on the offeror’s own investigation of the property herein and not on any representation made by the Marketing Group or any other party. Neither SELLER nor the Marketing Group, makes any representation or warranty, express or implied, with respect to the property identified herein, and the property is being sold in an “AS-IS, WHERE-IS, WITH ALL FAULTS” condition except as specifically stated in the Purchase & Sale Agreement.

All prospective purchasers are specifically advised to refrain from exclusive reliance on the information provided herein as a basis for making a bid on the property. Prospective purchasers are further encouraged to conduct a personal inspection of this property. This sale is being conducted subject to the Terms of Sale and the Purchase & Sale Agreement. ALL ACREAGE, SQUARE FOOTAGE AND DIMENSIONS ARE APPROXIMATE. This offering may be withdrawn, modified, or canceled without notice at any time. This property is subject to prior sale. This is not solicitation or offering to residents of any state or jurisdiction where prohibited by law.

**AGENCY DISCLOSURE:** Keller Williams Legacy Realty Group, Jared Dutton, Auctioneer, and all other licensees associated with the auctioneers represent the SELLERS in the sale of this property.

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# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massilon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 3**

**STARK COUNTY**

**AUDITORS CARDS**

**PHOTOS & AERIAL MAPS**

**PROPERTY INFORMATION**

**DUTTON REAL ESTATE AUCTIONS**

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PARCEL #3

PARCEL #4

PARCEL #2

PARCEL #1

CROWN POINT ST NW

CROWN POINT ST NW

CROWN POINT ST NW

CROWN POINT ST NW

CROWN POINT ST NW

CROWN POINT ST NW

WATTOVALD NW

WATTOVALD NW

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MARION AVE NW

RUSS RANCH ST NW

RUSS RANCH ST NW

RAYANNA ST NW

RAYANNA ST NW

HILTON ST NW

HILTON ST NW

HILTON ST NW

MALLOWD CIR NW

PARTRIDGE ST NW

HILTON ST NW

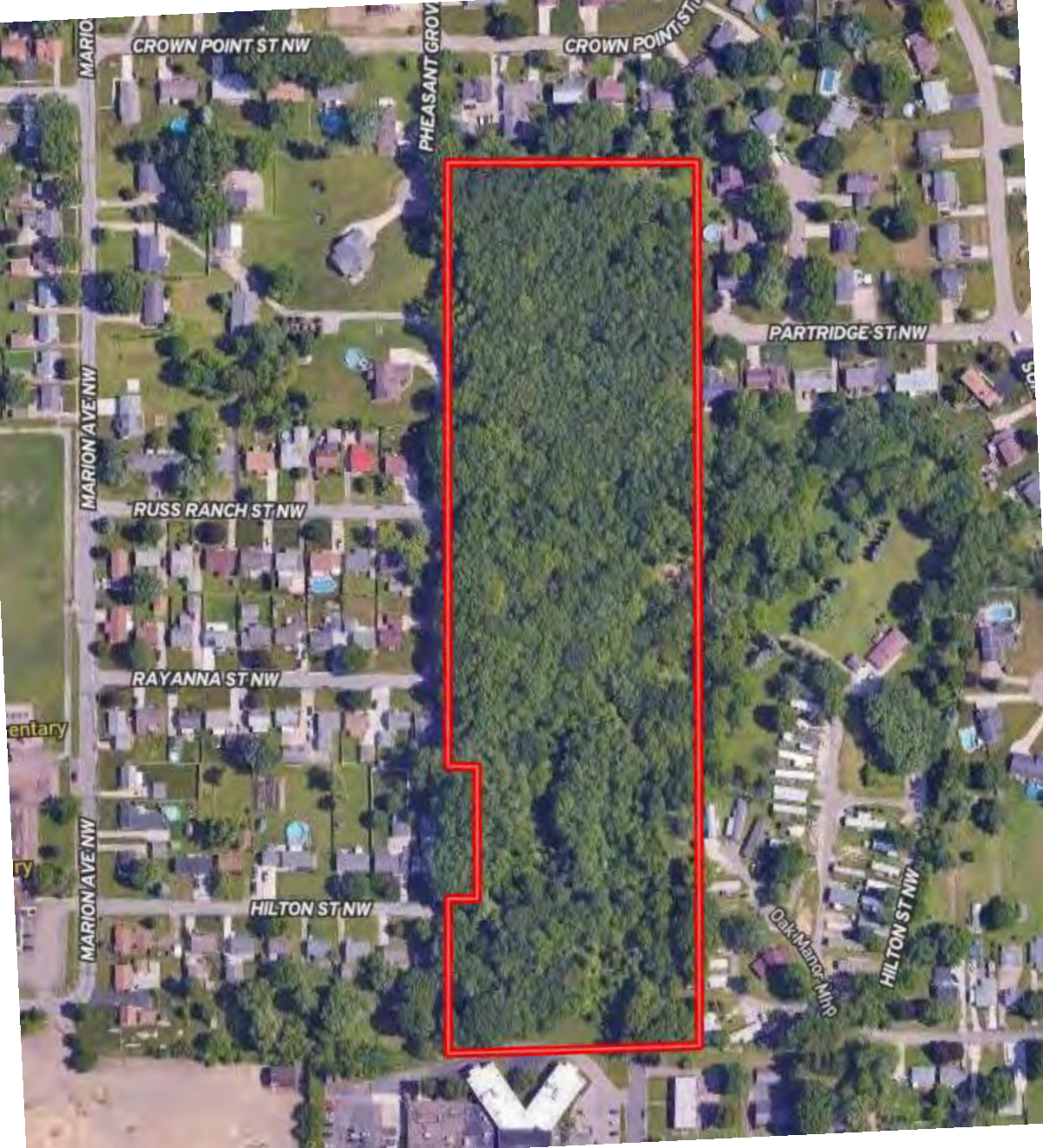
HILTON ST NW

HILTON ST NW

Watson Elementary School

Watson Elementary School





CROWN POINT ST NW

CROWN POINT ST NW

MARIO

PHEASANT GROV

MARION AVE NW

RUSS RANCH ST NW

PARTRIDGE ST NW

RAYANNA ST NW

MARION AVE NW

HILTON ST NW

OAK MANOR NHP

HILTON ST NW

entary

ry





Boundary



**Parcel: 10012274****TROYER RAYMOND N & RUTH E****HILTON ST NW**Parcel

Address	HILTON ST NW
Unit	
City, State, Zip	MASSILLON OH 44646-
Routing Number	43010NE070100
Class	A - AGRICULTURAL
Land Use Code	120 - A - AGRICULTURAL WOODED LAND (50%+)
Tax Roll	RP_OH
Neighborhood	43010201 - 43010201
Acres	14.68
Taxing District	00400
District Name	PERRY TOWNSHIP - PERRY LSD
Gross Tax Rate	81.19
Effective Tax Rate	55.854844
Non-Business Credit	7.9746
Owner Occupancy Credit	1.9936

[Link to GIS Map Application](#)Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	TROYER RAYMOND N & RUTH E
Address	2885 SANFORD AVE SW #38042
	GRANDVILLE MI 49418

Tax Mailing Name and Address

Mailing Name 1	RAYMOND N & RUTH E TROYER
Mailing Name 2	
Address 1	4023 MARK RD NE
Address 2	
Address 3	CARROLLTON OH 44615

**Click Here** for Address Change Form

Mortgage Company  
Mortgage Company Name  
Mortgage Company Address

Treas Code -

Legal

Legal Desc 1	10 NE 14.68A
Legal Desc 2	
Legal Desc 3	
Notes	CHILD OF SPLIT FROM 4316437



Taxing District 00400  
 District Name PERRY TOWNSHIP - PERRY LSD  
[Tax Map](#)

#### Credits & Programs

Homestead Exemption	NO
Disabled Veteran Benefit	NO
Owner Occupancy Credit	NO
Non-Business Credit	YES
CAUV Reduction	NO
Agriculture District	NO

#### Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
19-APR-21	4:EXTERIOR (NO ACCESS)	A:APPRAISER	JEM

#### Appraised Value (100%)

Year	2023
Appraised Land	\$60,900
Appraised Building	\$0
Appraised Total	\$60,900
CAUV Land	
CAUV Total	

#### Assessed Value (35%)

Assessed Land	\$21,320
Assessed Building	\$0
Assessed Total	\$21,320
CAUV Land	
CAUV Total	

#### Value History

Year	Land	Building	Total	CAUV
2023	\$60,900	\$0	\$60,900	
2022	\$60,900	\$0	\$60,900	
2021	\$60,900	\$0	\$60,900	
2020	\$53,900	\$0	\$53,900	

#### Sales Summary

Date	Price	Conveyance #	Arms	Validity	Instrument	# of Parcels
14-SEP-2021		202111721	N	P-PENDING VALIDATION	ROW-EASEMENT RIGHT OF WAY	2

#### Sales History

Sale Date	14-SEP-2021
Sale Price	
Sale Type	2 - LAND & BUILDING
Conveyance #	202111721
Instrument #	
Seller	TROYER RAYMOND N & RUTH E

Buyer TROYER RAYMOND N & RUTH E  
Instrument Type ROW-EASEMENT RIGHT OF WAY  
Armslength N  
Sale Validity Code P - PENDING VALIDATION  
# of Parcels 2

## Tax Summary

Rolltype	Effective Year	Project	Cycle	Original Charge	Adjustments	Payments	Total
RP_OH	2022	50751	1	\$3.00	\$0.00	-\$3.00	\$0.00
RP_OH	2022		1	\$547.94	\$0.00	-\$547.94	\$0.00
RP_OH	2022	50751	2	\$3.00	\$0.00	-\$3.00	\$0.00
RP_OH	2022		2	\$547.94	\$0.00	-\$547.94	\$0.00
Total:				\$1,101.88	\$0.00	-\$1,101.88	\$0.00

## Payment History

Roll Type	Tax Year	Effective Date	Business Date	Amount
RP_OH	2020	10-FEB-21	11-FEB-21	\$540.98
RP_OH	2020	19-JUL-21	20-JUL-21	\$540.98
RP_OH	2021	08-FEB-22	10-FEB-22	\$585.92
RP_OH	2021	01-JUL-22	05-JUL-22	\$585.92
RP_OH	2022	13-FEB-23	14-FEB-23	\$1,101.88
Total:				\$3,355.68

To find previous year's taxes and payments, please follow the link below. Please follow the instructions on the page. You will have to select the year and reenter your parcel number.

[Previous Years Taxes](#)

## Special Assessments

Year	Project	Desc	Delq	Current	Total
2022	50751	MUSKINGUM WATERSHED		\$0.00	\$0.00
2022	50751	MUSKINGUM WATERSHED		\$0.00	\$0.00

## Special Assessment Payoff Totals

Project	Description	Taxes	Fee	Penalty/Interest	Paid	Total
50751	MUSKINGUM WATERSHED	\$3.00	\$0.00	\$0.00	-\$3.00	\$0.00
Total:		\$3.00	\$0.00	\$0.00	-\$3.00	\$0.00

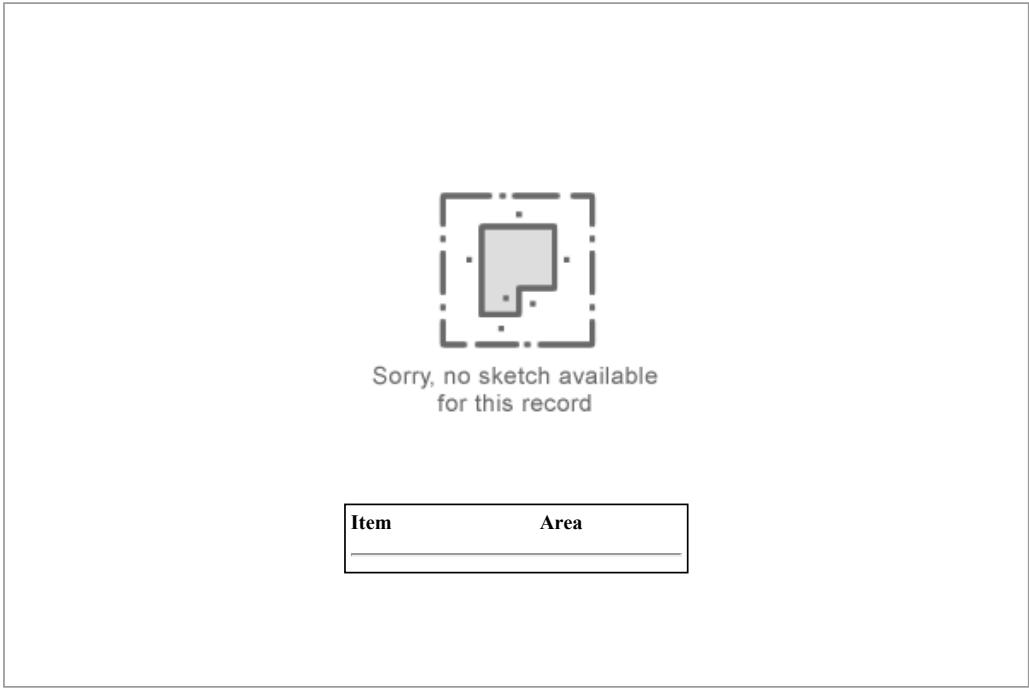
## Land Summary

Line #	Land Type	Land Code	Square Feet	Acres	Rate	Market Land Value
1	A-ACREAGE	97 - WOODS	639,461	14.68	4,233	\$60,900
Total:			639,461	14.68		\$60,900

## Land

Line #	1
Land Type	A - ACREAGE

Land Condition	2 - AVERAGE
Land Code	97 - WOODS
Square Feet	639,461
Acres	14.68
Land Units	
Actual Frontage	
Effective Frontage	
Override Size	
Actual Depth	
Table Rate	4,233.00
Override Rate	
Depth Factor	1
Influence Factor 1	
Influence Code 1	
Influence Factor 2	
Influence Code 2	
NBHD Factor	.98062
Value	\$60,900
Exemption %	
Homesite Value	





Beds	Full Baths	Half Baths	MLS List Price	MLS List Date
N/A	N/A	N/A	\$0	05/05/2023
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
N/A	639,461	N/A	FOREST	

**OWNER INFORMATION**

Owner Name	Troyer Raymond N	Tax Billing City & State	Grandville, MI
Owner Name 2	Troyer Ruth E	Tax Billing Zip	49418
Tax Billing Address	2885 Sanford Ave Sw #38042	Tax Billing Zip+4	1342

**LOCATION INFORMATION**

School District Name	Perry Lsd	Flood Zone Date	09/29/2011
Zip Code	44646	Flood Zone Panel	39151C0211E
Census Tract	7135.01	Flood Zone Code	X
Township	Perry Twp		

**TAX INFORMATION**

Formatted PID	10012274	Tax Area	00400
Parcel ID	10012274	Tax Appraisal Area	00400
Legal Description	10 NE 14.68A		

**ASSESSMENT & TAX**

Assessment Year	2022	2021	2020
Assessed Value - Total	\$21,320	\$21,320	\$18,870
Assessed Value - Land	\$21,320	\$21,320	\$18,870
YOY Assessed Change (\$)	\$0	\$2,450	
YOY Assessed Change (%)	0%	12.98%	
Market Value - Total	\$60,900	\$60,900	\$106,500
Market Value - Land	\$60,900	\$60,900	\$106,500
Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$1,082		
2021	\$1,172	\$90	8.31%

**CHARACTERISTICS**

Universal Land Use	Forest	Lot Acres	14.68
Lot Area	639,461		

**SELL SCORE**

Rating	N/A	Value As Of	N/A
Sell Score	N/A		

**LISTING INFORMATION**

MLS Listing Number	4459621	Days on Market	41
MLS Status	Active	MLS Listing Agent	2005014275-Jared E Dutton
MLS Listing Date	05/05/2023	MLS Listing Broker	KELLER WILLIAMS LEGACY GRO UP REALTY
MLS Status Change Date	05/17/2023		

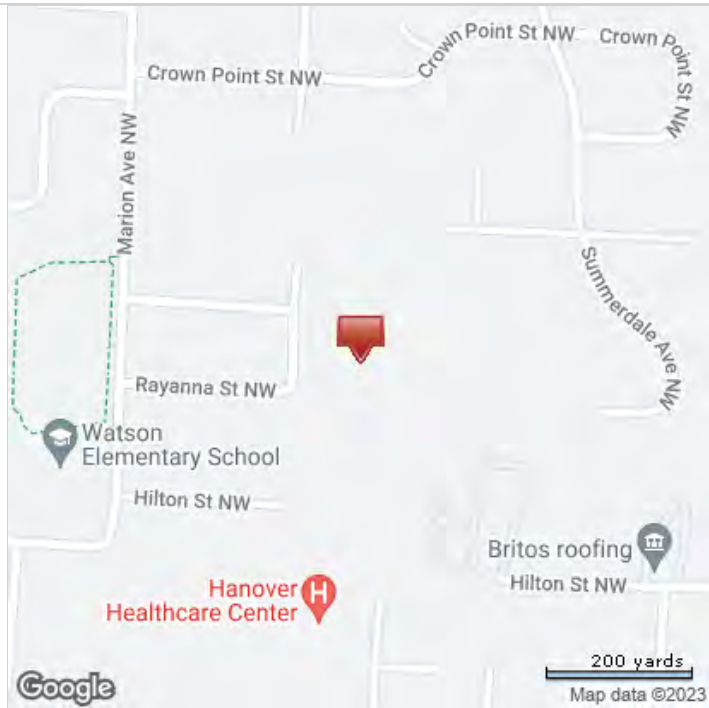
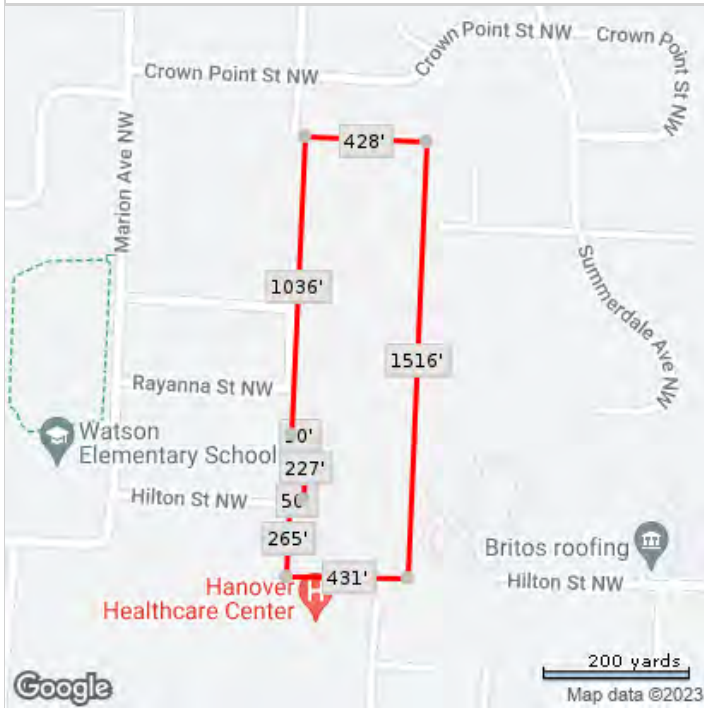
MLS Listing #	4456721
MLS Status	Active
MLS Listing Date	05/05/2023
MLS Listing Price	\$0
MLS Orig Listing Price	\$0

**LAST MARKET SALE & SALES HISTORY**



Recording Date	01/09/2020
Settle Date	12/20/2019
Nominal	Y
Buyer Name	Troyer Raymond N & Ruth E
Seller Name	Troyer Raymond N & Ruth E
Document Number	1034
Document Type	Quit Claim Deed

**PROPERTY MAP**

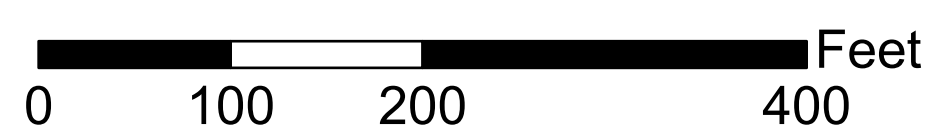


\*Lot Dimensions are Estimated



# Stark County Auditor's Tax Map

Scale: 1 inch = 100 feet

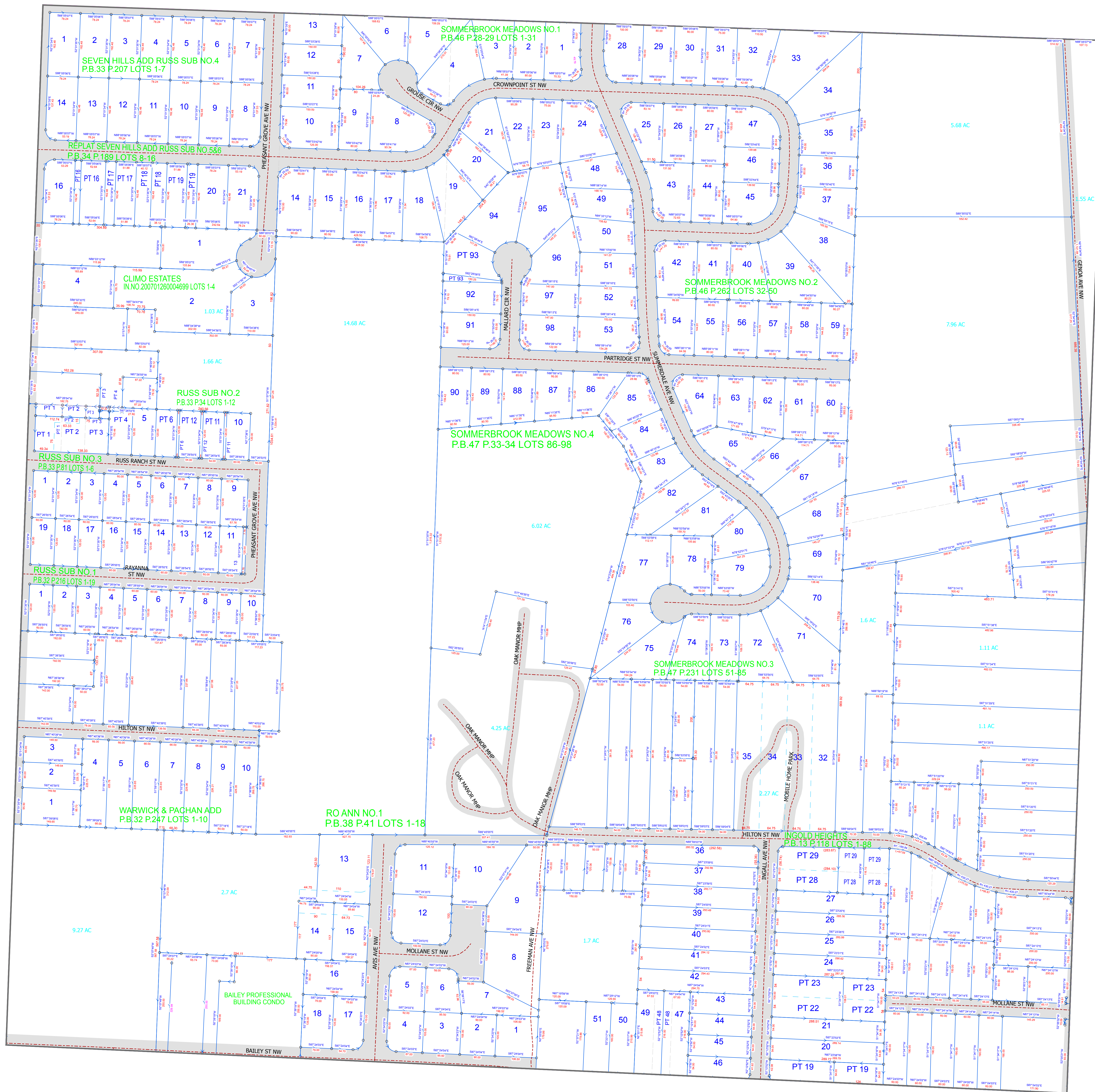


Tax District:  
00400

## Perry Twp.

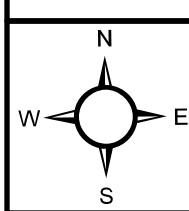
Section: 10 Quarter: NE

MAS_017	MAS_018	PER_003SW	PER_003SE	PER_002SW	PER_002SE
MAS_027	MAS_019	PER_010NW	PER_010NE	PER_011NW	PER_011NE
PER_009NE					
MAS_036	PER_010SW	PER_010SE		PER_011SW	PER_011SE
MAS_036					



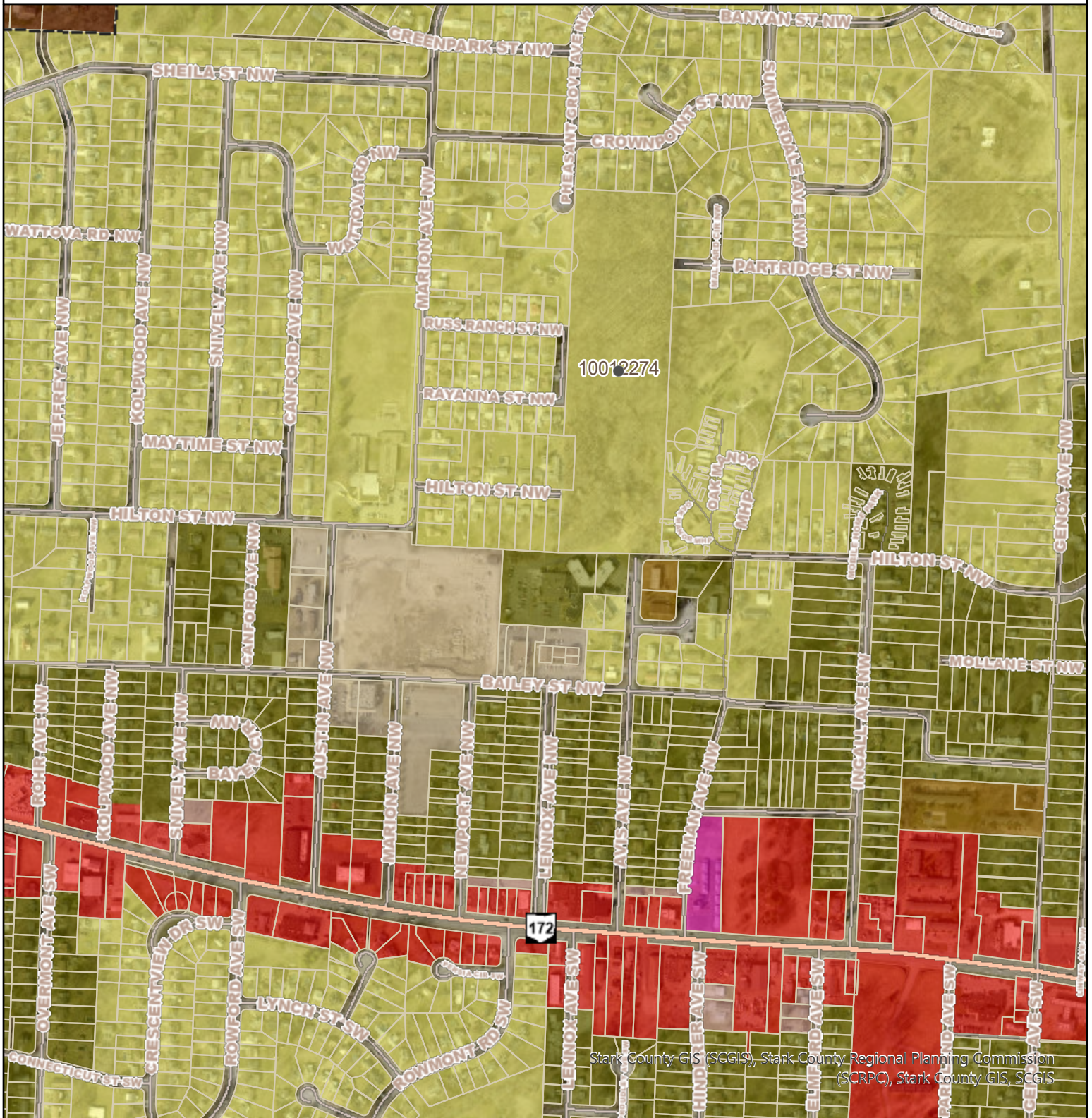
Legal Disclaimer: Public information data is furnished by the Stark County Auditor's Office, and must be accepted and used by the recipient with the understanding that the Stark County Auditor's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Furthermore, the Stark County Auditor's Office assumes no liability whatsoever associated with the use or misuse of such data.  
Source: Stark County Auditor's GIS Department 330-451-7193 <http://www.starkcountyohio.gov/auditor> Projection: State Plane Ohio North NAD 1983ft. Created: 8/23/2022 1:34 PM

Map Abbreviation:  
**PER\_010NE**





# ArcGIS Web Map



Stark County GIS (SCGIS), Stark County Regional Planning Commission (SCRPC), Stark County GIS, SCGIS

## 2021 Aerial Imagery

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

## Parcel Pop-up

Stark County Parcels

## Roads and Addresses

### Road Type

— Township

— Private

— State Route

## Cities, Villages and Townships Boundaries

□ Cities, Villages, Townships

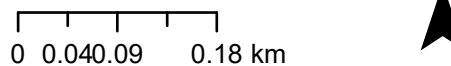
## Zoning (by community)

- Massillon - R3 One-Family Residential
- Perry Township - B1 Office & Retail Business
- Perry Township - B2 Commercial
- Perry Township - MD Multi-Use Overlay

0 0.05 0.1 0.2 mi N



0 0.040.09 0.18 km



**SECTION 702 R-2 SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT**

**SECTION 702.1 PURPOSE**

The purpose of this district is to permit a medium density residential development in the areas generally adjacent to the built up sections of the community or in areas of existing development of such density, and thereby providing a more orderly and efficient extension of public facilities. The development is to consist of single family and two-family dwellings, not exceeding a density of eight (8) dwellings units per acre.

**SECTION 702.2 USES**

Within an R-2 Single and Two Family Residential District, no building, structure, or premises shall be used, arranged to be used, or designed to be used except for one or more of the following uses:

A. Permitted Uses

1. Single family dwelling.
  - a. A family home licensed under ORC Section 5123.19.
2. Two-family dwelling.
3. Public buildings.
4. Churches and other buildings for the purpose of religious worship.
5. Accessory uses or structures incidental to the principal use which do not include any activity conducted as a business.
6. Signs as permitted and regulated by Article VIII.
7. Off-street parking as permitted and regulated in Article IX.
8. Farm Markets.

B. Conditionally Permitted Uses

The Board of Zoning Appeals may issue Conditional Zoning Certificates for uses listed herein, subject to the general requirements of Article XI and to the specific requirements of Article XI, referred to below:

1. Surface mining or strip mining, subject to Subsections 105, 110, 112, 113, 117, 124, 127.
2. Parking lots, accessory to a use permitted in an adjacent zoning district, subject to Subsections 103, 105, 137.

3. Cemetery, subject to Subsections 103, 106, 121, 127.
4. Home occupations, subject to Subsection 116.
5. Institutions for human medical care- hospitals, sanitariums, convalescent homes, nursing homes, homes for the aged and philanthropic institutions, subject to Subsections 101, 102, 103, 105, 106, 107, 109, 114, 127, 131.
6. Institutions for education, subject to Subsections 101, 102, 103, 104, 105, 106, 109, 127, 131,
7. Quasi-public institutionally or organizationally owned and/ or operated recreational, instructional and meeting facilities as those developed and used by the Y.M.C.A., Boy Scouts, or various fraternal or community service groups, subject to Subsections 106, 107, 109, 114, 128.
8. Mobile home, subject to Subsection 135.
9. Child day care centers, subject to Subsections 102, 103, 104, 109, 114, 124, 127, 128, 138, and 139.
10. Group homes licensed under ORC Section 5123.19 subject to Subsection 146.
11. Private or governmental owned and/ or operated picnic areas, playgrounds, parks, swimming facilities, golf courses, tennis clubs, country clubs, riding academies, and other outside recreational facilities or uses subject to Article XI, Subsections 101, 102, 103, 104, 105, 108, 114, 123, 127, 128, 131. (Amended eff. 1/29/88)
12. Group dwellings limited to single family, two family, three family and/or four family dwellings but subject to Subsections 105, 107, 109, 118, 127, 129, 130, and 148. (Amended 2002)
13. Small wind energy systems subject to Subsection 149.

**SECTION 702.3    MINIMUM LOT AND YARD REQUIREMENTS (Amended effective (10/12/88))**

<u>Lot Area</u>	<u>Lot Frontage on a Public St.</u>	<u>Lot Width at Building line</u>	<u>Front Yard Depth</u>	<u>Rear Yard Depth</u>	<u>Side Yard Width</u>
<b>Single Family Dwelling</b>					
12,000 sq. ft.	55 feet	65 feet	40 feet	25 feet	10 feet
<b>Two Family Dwelling</b>					
15,000 sq. ft.	55 feet	82 feet	40 feet	25 feet	10 feet
<b>Other Permitted Uses</b>					
18,000 sq. ft.	55 feet	100 feet	40 feet	25 feet	10 feet

**LOTS NOT ON SANITARY SEWER ARE SUBJECT TO STARK COUNTY HEALTH DEPARTMENT SEPTIC REGULATIONS. (Amended, 1996)**

**SECTION 702.4    MAXIMUM STRUCTURE HEIGHT- Thirty-five (35) feet. (Amended)**

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. –Massillon, Ohio**

**AUCTION: SAT. JUNE 29 @ 6 PM**

## **Preliminary Commitment Of Title**

DUTTON REAL ESTATE AUCTIONS  
4974 Higbee Ave NW  
Canton, OH 44718  
330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)





# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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## COMMITMENT FOR TITLE INSURANCE

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Ohio company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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**COMMITMENT FOR TITLE INSURANCE**

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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**COMMITMENT FOR TITLE INSURANCE**

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

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**COMMITMENT FOR TITLE INSURANCE**

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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## COMMITMENT FOR TITLE INSURANCE

### Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: American Title Solutions  
Issuing Office: 275 Springside Drive, Suite 100, Akron, OH 44333  
Issuing Office 's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 20232160S-1  
Issuing Office File No.: 20232160S  
Property Address: V/L Hilton Street NW, Massillon, OH 44646

### SCHEDULE A

1. Commitment Date: April 7, 2023 at 07:29 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/21)  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Raymond N Troyer and Ruth E Troyer  
  
Vesting Deed: Quit-Claim Deed recorded January 9, 2020 as Instrument No. 202001090001034 of Stark County Records.
5. The Land is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

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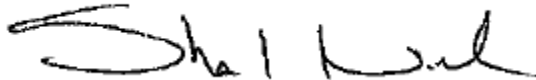


**SCHEDULE A**

(Continued)

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

American Title Solutions, LLC



Sharon L. Noel, Authorized Signor

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

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**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Raymond N Troyer and Ruth E Troyer, with the appropriate release of dower, if any, to TBD.
6. Confirmation from seller of no open or outstanding mortgages on caption property.

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Commitment for Title Insurance (07-01-2021)  
Schedule BI



20232160S



**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE B, PART II**  
**Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interest, or claims which are not shown by public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary line, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Rights of parties in possession of all or any part of the premises, including, but not limited to easements, claims of easements or encumbrances that are not shown in the public records.
5. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
6. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20232160S



## SCHEDULE B, PART II

(Continued)

8. Those covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin or other categories that may from time to time be deemed to be protected classes are hereby deleted to the extent such covenants, conditions or restrictions violate the provisions set forth in 42 USC 3604.
9. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
10. Listed for taxes in the County Treasurer's Tax Duplicate for the year 2022:  
Raymond N Troyer and Ruth E Troyer

PN: 10012274

Taxes and assessment for the first half of 2022, in the amount of \$550.94 are Paid.

Taxes and assessment for the second half of 2022, in the amount of \$550.94 are Paid.

Assessments, Homestead Exemption or Delinquency included in the above mentioned amount as follows:  
50751 Muskingum Watershed- \$3.00 per half

Addition of General Taxes or Assessments, if any, which may hereafter be made by legally constituted authorities pursuant to Revised Code Section Numbers 319.40 and 5713.20, or

Additions, deletions, abatements or corrections which may be made after the date hereof by legally constituted authorities on account of errors of omissions.

The insured herein is hereby notified that a change in the tax for the year 2023 and ensuing years may be made by an increase or decrease in the valuation of these premises for the tax purposes as a result of any complaint which may be found to alter such valuation pursuant to Section 5715.19 of the Revised Code of Ohio.

Assessments which at the date thereof have not been certified to the County Auditor.

11. Items shown on plat recorded as Plat Book 46, Pages 28-29, Plat Book 47, Pages 33-34, Plat Book 38, Page 41, Plat Book 32, Page 247, Plat Book 32, Page 216 and Plat Book 33, Page 34 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.
12. Easement and Right of Way from Thomas J. Hoffman and Noreen A. Hoffman to R.J Russ and John A. Russ recorded June 17, 1957 as Volume 2523, Page 30 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.
13. Easement contained in Deed from Thomas J. Hoffman and Noreen A. Hoffman, his wife to The East Ohio Gas Company recorded September 25, 1963 as Volume 2939, Page 476 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20232160S

## SCHEDULE B, PART II

(Continued)

14. Deed of Easement from Evelyn Garfield, unmarried to House of Hanover, an Ohio limited partnership recorded February 18, 1994 as Volume OR1596, Page 1 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.
15. License for Encroachments from Raymond N Troyer and Ruth E Troyer to OH 3354 Hilton St. NW Massillon, LLC, an Ohio limited liability company recorded September 14, 2021 as Instrument No. 202109140047525 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.
16. Easement Plat recorded as Volume 48, Page 93 of Stark County Records. See public record for particulars. No further examination has been made of this instrument.
17. Non-Development Oil and Gas Lease from Evelyn Garfield, (widow and not remarried) Partner to Everflow Eastern, Inc., recorded February 2, 1993 as Volume OR1360, Page 946 of Stark County Records.  
  
Consolidation of Oil and Gas Leases recorded March 24, 1993 as Volume OR 1385, Page 65 of Stark County Records.  
  
See public record for particulars. No further examination has been made of this instrument.
18. Anything to the contrary notwithstanding the policy to be issued does not insure the quantity of land described in Schedule "A".

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



20232160S



**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE C**

The Land is described as follows:

Situated in the Township of Perry, County of Stark , State of Ohio:

Known as and located in the Northeast Quarter of Section 10, (T-10, R-9) Perry Township, Stark County, State of Ohio, being part of lands new or formerly owned by R.N. & R.E. Troyer, as described in instrument #201801090001033 of the Stark County Records, and being further bounded and described as follows:

Beginning at and being the true place of beginning for the tract of land herein to be described: a 1-1/2" iron tapered head monument found at the Southwest corner of Lot 14 of Summerbrook Meadows #1, as recorded in Plat Book 46, Pages 28-29 of the Stark County Records;

1. Thence S 88° 02' 42" E, with the South line of said Summerbrook Meadows #1, including the South lines of Lot 14, Lot 15, Lot 16, Lot 17, and Lot 18, a distance of 428.50 feet to a 3/4" iron bar found at the Southeast corner of said Lot 18, being at an angle point on the Westerly bounds of Lot 93 of Summerbrook Meadows #4, as recorded in Plat Book 47, Pages 33-34 of the Stark County Records;
2. Thence S 01° 58' 42" W, with the West line of said Summerbrook Meadows #4, including the West lines of Lot 93, Lot 92, Lot 91, the Western terminus of the right-of-way of Partridge St. N.W. - 50", as recorded in Plat Book 47, Pages 33-34, and the West line of Lot 90; the West line of a tract of land now or formerly owned by A.L. & C.S. Kanters, as described in Official Record Volume 1302, Page 924 of the Stark County Records; and the West line of a tract of land now or formerly owned by OH 3354 Hilton Street NW Massillon, LLC., as described in instrument #201 804200014794 of the Stark County Records; a distance of 1515.32 feet to a 3/4" iron bar found at the Southwest corner of said OH 3354 Hilton Street NW Massillon, LLC, tract, being on the North line of Ro Ann #1 and the North dedicated right-of-way of Hilton St. N.W.-variable R/W width, as recorded in Plat Book 38, Page 41 of the Stark County Records:
3. Thence N 89° 43' 34" W, with the North line of said Ro Ann #1, including the North dedicated right-of-way of said Hilton St. N.W. and the North line of Lot 13; and the Northerly bounds of a tract of land now or formerly owned by Hover Asset Ownership, LLC., as described in Instrument #201801100001119 of the Stark County Records; a distance of 427.15 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the Southeast corner of Lot 10 of Warwick & Pachan Addition, as recorded in Plat Book 32, Page 247 of the Stark County Records;
4. Thence N 01° 55' 13" E, with the East line of said Warwick & Pachan Addition, including the East line of said Lot 10 and the Eastern terminus of Hilton St. N.W.- 40' R/W, a distance of 266.25 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the Southeast corner of a tract of land now or formerly owned by M. & G. Calhoun, as described in Deed Volume 3621, Page 642 of the Stark County Records;
5. Thence S 87° 39' 17" E, a distance of 50.00 feet to a 5/8" iron bar with "E C Metzger 7090" cap set;
6. Thence N 01° 55' 13" E, a distance of 226.75 feet to a 5/8" iron bar with "E C Metzger 7090" cap set:
7. Thence N 87° 23' 05" W, a distance of 50.00 feet to the Southeast corner of Russ Subdivision #1 and the Southeast corner of Lot 10 of said Russ Subdivision #1, as recorded in Plat Book 32, Page 216 of the Stark County Records, referenced by a 3/4" iron pipe found N 87° 23' 05" W, 2.28 feet from said corner;
8. Thence N 01° 55' 13" E, with the East line of said Russ Subdivision #1, including the East line of Lot 10 and the Eastern terminus of Rayanna Ave, N.W.; the East line of Russ Subdivision #2, including the East right-of-way of Pheasant Grove Ave. N.W.-50' R/W and the Eastern terminus of Russ Ranch St. N.W.-50' R/W, as recorded in

## **SCHEDULE C**

(Continued)

Plat Book 33, Page 34 of the Stark County Records; the East line of a tract of land now or formerly owned by S.& C.L. Bratton, as described in Instrument #200603010012120 of the Stark County Records; the East line of Climo Estates, including the east Line of Lot 3 and the east right-of-way of Pheasant Grove Ave. N.W.-50' R/W, as recorded in Instrument #200701260004699 of the Stark County Records; a distance of 1034.61 feet to a 1-1/2" iron tapered-head monument and the true place of beginning, containing within said bounds 14.681 acres of land, more or less, as surveyed by Edward G. Metzger, Ohio Professional Surveyor No. 7090, of E.C. Metzger & Associates, Inc., in November of 2019, and being subject to all legal highways, and any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

Basis of bearings: Bearings are based on Grid North of NAD83 (1986 adj.) and the Stark County Geodetic Reference System. The SCGRS points used to establish the datum are PER-031, PER-048, and PER-97-06. Bearing of S 02° 00' 21" W calculated and used between PER-031 and PER-048.

Parcel No. 10012274

For Informational Purposes Only:

Commonly known as V/L Hilton Street NW, Massilon, OH 44646

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 5**

# **PURCHASE AND SALE AGREEMENTS**

**DUTTON REAL ESTATE AUCTIONS**

4974 Higbee Ave NW

Canton, OH 44718

330.879.5000 – [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

# REAL ESTATE AUCTION PURCHASE CONTRACT

The undersigned PURCHASER(s) hereby agree(s) to Purchase Real Estate  
Situated in State of Ohio, County of Stark, Perry Twp.  
Being known as: Hilton St NW Massillon OH 44646 Parcel Number: 1

Property to be conveyed, "AS IS", subject to all zoning laws and ordinances, and all easements and restrictions appearing of record, for which the:

Purchaser(s) agree to pay the HIGH BID PRICE of .....	\$
Buyer's Premium (10%) .....	\$
Total Auction Purchase Price .....	\$
Less Deposit with this Contact (10% of High Bid) .....	\$
<i>(Deposit NON-REFUNDABLE upon seller and Acceptance)</i>	
Balance to be paid in full at closing with cash, certified check, or bank monies.	\$

INSURANCE to be secured by purchaser(s) upon delivery of deed.

POSSESSION shall be given to PURCHASER(s) at closing, but subject to the legal rights to present tenants(s), if any.

Sellers shall furnish a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Total Auction Price as of the date of delivery of the deed, showing good, clear, marketable title in fee simple in sellers and shall convey the premises by General Warranty ("Deed"), free of dower, liens, or encumbrances, except (1) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable; (2) zoning ordinances, if any; and (3) restrictions, conditions, reservations, rights of way, and easements of record. The entire transaction shall be completed on or before June 29, 2023.

The Title Company who shall also serve as escrow agent shall be American Title Solutions.

Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the **DATE OF CLOSING** (charging/crediting items applicable to the closing date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate which proration shall be final.

The escrow agent shall charge to Buyer: (1) the premium for the Title Policy and the entire cost of lender's Title Policy, if any, and any endorsements to the Title Policy or the lender's Title Policy; (2) the cost of recording the Deed; and (3) one-half the escrow fee.

The Escrow Agent shall charge to Seller: (1) the cost for the title examination and Title Commitment; (2) the costs to remove or discharge any lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the conveyance fee and transfer tax; and (4) one-half the escrow fee.

If is further agreed by both parties that all items normally considered to be a part of the real estate shall remain and be a part of the Total Auction Price. Property being sold As-Is, Where-Is, with all faults. No representations or agreements have been made except as set forth herein. Subject to additional terms and conditions as specified in the Bidder's Information Packet. All items left on site at the time of closing are the responsibility of the buyer. Subject also to auction day announcements.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Tax Mailing Address

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Phone & Email

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

# REAL ESTATE AUCTION PURCHASE CONTRACT

The undersigned PURCHASER(s) hereby agree(s) to Purchase Real Estate  
Situating in State of Ohio, County of Stark, Perry Twp.  
Being known as: Hilton St NW Massillon OH 44646 Parcel Number: 2

Property to be conveyed, "AS IS", subject to all zoning laws and ordinances, and all easements and restrictions appearing of record, for which the:

Purchaser(s) agree to pay the HIGH BID PRICE of .....	\$ _____
Buyer's Premium (10%) .....	\$ _____
Total Auction Purchase Price .....	\$ _____
Less Deposit with this Contact (10% of High Bid) .....	\$ _____
<i>(Deposit NON-REFUNDABLE upon seller and acceptance)</i>	
Balance to be paid in full at closing with cash, certified check, or bank monies.	\$ _____

INSURANCE to be secured by purchaser(s) upon delivery of deed.

POSSESSION shall be given to PURCHASER(s) at closing, but subject to the legal rights to present tenants(s), if any.

Sellers shall furnish a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Total Auction Price as of the date of delivery of the deed, showing good, clear, marketable title in fee simple in sellers and shall convey the premises by General Warranty ("Deed"), free of dower, liens, or encumbrances, except (1) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable; (2) zoning ordinances, if any; and (3) restrictions, conditions, reservations, rights of way, and easements of record. The entire transaction shall be completed on or before June 29, 2023.

The Title Company who shall also serve as escrow agent shall be American Title Solutions.

Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the **DATE OF CLOSING** (charging/crediting items applicable to the closing date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate which proration shall be final.

The escrow agent shall charge to Buyer: (1) the premium for the Title Policy and the entire cost of lender's Title Policy, if any, and any endorsements to the Title Policy or the lender's Title Policy; (2) the cost of recording the Deed; and (3) one-half the escrow fee.

The Escrow Agent shall charge to Seller: (1) the cost for the title examination and Title Commitment; (2) the costs to remove or discharge any lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the conveyance fee and transfer tax; and (4) one-half the escrow fee.

If is further agreed by both parties that all items normally considered to be a part of the real estate shall remain and be a part of the Total Auction Price. Property being sold As-Is, Where-Is, with all faults. No representations or agreements have been made except as set forth herein. Subject to additional terms and conditions as specified in the Bidder's Information Packet. All items left on site at the time of closing are the responsibility of the buyer. Subject also to auction day announcements.



\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Tax Mailing Address

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Phone & Email

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

# REAL ESTATE AUCTION PURCHASE CONTRACT

The undersigned PURCHASER(s) hereby agree(s) to Purchase Real Estate  
Situating in State of Ohio, County of Stark, Perry Twp.  
Being known as: Hilton St NW Massillon OH 44646 Parcel Number: 3

Property to be conveyed, "AS IS", subject to all zoning laws and ordinances, and all easements and restrictions appearing of record, for which the:

Purchaser(s) agree to pay the HIGH BID PRICE of .....	\$
Buyer's Premium (10%) .....	\$
Total Auction Purchase Price .....	\$
Less Deposit with this Contact (10% of High Bid) .....	\$
<i>(Deposit NON-REFUNDABLE upon seller and acceptance)</i>	
Balance to be paid in full at closing with cash, certified check, or bank monies.	\$

INSURANCE to be secured by purchaser(s) upon delivery of deed.

POSSESSION shall be given to PURCHASER(s) at closing, but subject to the legal rights to present tenants(s), if any.

Sellers shall furnish a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Total Auction Price as of the date of delivery of the deed, showing good, clear, marketable title in fee simple in sellers and shall convey the premises by General Warranty ("Deed"), free of dower, liens, or encumbrances, except (1) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable; (2) zoning ordinances, if any; and (3) restrictions, conditions, reservations, rights of way, and easements of record. The entire transaction shall be completed on or before June 29, 2023.

The Title Company who shall also serve as escrow agent shall be American Title Solutions.

Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the **DATE OF CLOSING** (charging/crediting items applicable to the closing date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate which proration shall be final.

The escrow agent shall charge to Buyer: (1) the premium for the Title Policy and the entire cost of lender's Title Policy, if any, and any endorsements to the Title Policy or the lender's Title Policy; (2) the cost of recording the Deed; and (3) one-half the escrow fee.

The Escrow Agent shall charge to Seller: (1) the cost for the title examination and Title Commitment; (2) the costs to remove or discharge any lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the conveyance fee and transfer tax; and (4) one-half the escrow fee.

If is further agreed by both parties that all items normally considered to be a part of the real estate shall remain and be a part of the Total Auction Price. Property being sold As-Is, Where-Is, with all faults. No representations or agreements have been made except as set forth herein. Subject to additional terms and conditions as specified in the Bidder's Information Packet. All items left onsite at the time of closing are the responsibility of the buyer. Subject also to auction day announcements.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Tax Mailing Address

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Phone & Email

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

# REAL ESTATE AUCTION PURCHASE CONTRACT

The undersigned PURCHASER(s) hereby agree(s) to Purchase Real Estate  
Situating in State of Ohio, County of Stark, Perry Twp.  
Being known as: Hilton St NW Massillon OH 44646 Parcel Number: 4

Property to be conveyed, "AS IS", subject to all zoning laws and ordinances, and all easements and restrictions appearing of record, for which the:

Purchaser(s) agree to pay the HIGH BID PRICE of .....	\$ _____
Buyer's Premium (10%) .....	\$ _____
Total Auction Purchase Price .....	\$ _____
Less Deposit with this Contact (10% of High Bid) .....	\$ _____
<i>(Deposit NON-REFUNDABLE upon seller and acceptance)</i>	
Balance to be paid in full at closing with cash, certified check, or bank monies.	\$ _____

INSURANCE to be secured by purchaser(s) upon delivery of deed.

POSSESSION shall be given to PURCHASER(s) at closing, but subject to the legal rights to present tenants(s), if any.

Sellers shall furnish a commitment ("Title Commitment") for an ALTA Owner's Policy of Title Insurance ("Title Policy") in the amount of the Total Auction Price as of the date of delivery of the deed, showing good, clear, marketable title in fee simple in sellers and shall convey the premises by General Warranty ("Deed"), free of dower, liens, or encumbrances, except (1) real estate taxes and assessments, both general and special, which are a lien but not yet due and payable; (2) zoning ordinances, if any; and (3) restrictions, conditions, reservations, rights of way, and easements of record. The entire transaction shall be completed on or before June 29, 2023.

The Title Company who shall also serve as escrow agent shall be American Title Solutions.

Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as of the **DATE OF CLOSING** (charging/crediting items applicable to the closing date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate which proration shall be final.

The escrow agent shall charge to Buyer: (1) the premium for the Title Policy and the entire cost of lender's Title Policy, if any, and any endorsements to the Title Policy or the lender's Title Policy; (2) the cost of recording the Deed; and (3) one-half the escrow fee.

The Escrow Agent shall charge to Seller: (1) the cost for the title examination and Title Commitment; (2) the costs to remove or discharge any lien or encumbrance required for conveyance of the Property as required by this Agreement; (3) the conveyance fee and transfer tax; and (4) one-half the escrow fee.

If is further agreed by both parties that all items normally considered to be a part of the real estate shall remain and be a part of the Total Auction Price. Property being sold As-Is, Where-Is, with all faults. No representations or agreements have been made except as set forth herein. Subject to additional terms and conditions as specified in the Bidder's Information Packet. All items left onsite at the time of closing are the responsibility of the buyer. Subject also to auction day announcements.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Tax Mailing Address

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Purchaser Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser(s) Phone & Email

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller Printed

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date



# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2  
Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6PM**

## **SECTION 6**

# **TERMS OF SALE BROKER PARTICIPATION**

DUTTON REAL ESTATE AUCTIONS  
4974 Higbee Ave NW  
Canton, OH 44718  
330.879.5000 – [www.duttonAuctions.com](http://www.duttonAuctions.com)

# TERMS OF SALE BROKER PARTICIPATION

**AUCTION: JUNE 29 @ 6 PM**

## **TERMS OF SALE**

**TIME AND PLACE OF AUCTION:** Auction will be held On-Site Pheasant Grove Ave NW, Massillon, OH 44646 (Parcel 3) Registration begins at 5:00 PM. On-Line Bidding at [www.DuttonAuctions.com](http://www.DuttonAuctions.com)

**ON-SITE INSPECTION DATES:** (ALL TIMES 4-6) JUNE 15, 22 & 29

**AUCTION FORMAT:** All bidding is open, public, and available via online bidding. To Bid Online, please follow the online bidding instructions available at [www.duttoncompany.com](http://www.duttoncompany.com) To bid on-site during the auction, you need only raise your hand, shout out your bid or instruct an Auctioneers Assistant call out your bid for you.

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER:** The high bidder will be required to tender 10% of High Bid down per Parcel the day of sale, in the form of cash, certified bank check, or via bank wire as initial earnest money, made payable to American Title Solutions , and sign the Auction Purchase Agreement.

**CLOSING PROCEDURE:** The real estate title and closing will be provided by American Title Solutions, and shall occur on or before **July 31, 2023** at which time purchaser shall pay the balance of the purchase price. Transfer of title will be by General Warranty Deed.

**POSSESSION OF PROPERTY:** Possession shall be given to purchaser at closing.

**PLEASE NOTE** that this property is not being sold subject to financing. This means that, before you bid at the auction, you should have enough cash reserves to close the purchase, or that financing should be pre-arranged, or that you should be absolutely sure that you can qualify for financing. If you do not have the cash, or if you are not sure you can obtain financing, it is recommended that you do not bid.

**CONDUCT OF THE AUCTION:** Announcements made at the time of the auction from the podium take precedence over all printed material. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. Seller and auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance, canvassing, soliciting, or other reasons.

**NO WARRANTIES:** This property is being sold “AS IS”, “WHERE IS”, without any representation or warranty of any kind being made by the sellers or by Keller Williams Legacy Group Realty or by any other cooperating realty firm. All information in this brochure, any advertising, or in any other written form has been taken from sources believed to be reliable but is not guaranteed.

**BUYERS PREMIUM:** The auction purchase contract shall provide that the purchaser pays a buyer’s premium of 10%. This amount is added to the high bid amount and inserted in the auction purchase contract as the total purchase price. Financing, if any, is calculated on the Total Purchase Price.

**AGENCY DISCLOSURE:** All licensees associated with the Broker represent the seller in the sale of this property.

**BROKER PARTICIPATION:** A referral fee equal to 1% of the high bid price will be paid by the seller from the sellers proceeds of sale to the Real Estate Broker acting as a buyer broker, whose client pays for and closes on the property. To qualify for the referral fee, the real estate agent must: (a) be a licensed real estate broker who will abide by the Association of Realtors Code of Ethics; (b) register the client by requesting and completing an Auction Registration form; (c) inspect the property with their prospect (d) attend the auction and bid with or for the client. All Registrations accepted will be acknowledged by Auctioneer **NO LATER THAN June 22, 2023**. Referral fees will be paid upon closing by the seller and receipt of all commissions by Auctioneer. No referral fees will be paid by Seller, if the broker, the broker’s agent, or a member of the broker’s immediate family is participating in the purchase of the property. An affidavit will be required certifying that the broker is not participating in any way as a principal. No sub-agency shall be offered to any broker by Auctioneer. There can be no exceptions to this procedure and oral registrations will be accepted.

**ATTENTION AUCTION BUYERS:** WE RECOMMEND THAT YOU ARRIVE AT THE AUCTION ONE HOUR PRIOR TO THE AUCTION, IN ORDER TO REGISTER, PRESENT YOUR CERTIFIED CHECK OR CASHIER’S CHECK & HAVE ANY LAST-MINUTE QUESTIONS ANSWERED.

Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice, subject to auction day announcements.

The following contained in this brochure is subject to inspection and verification by all parties relying on it. The seller or their representatives assume no liability for its inaccuracy, errors or omissions.

**AUCTIONEER:** Jared Dutton, Dutton Real Estate Auctions, [JDutton3@KW.com](mailto:JDutton3@KW.com) / 330.879.5000 ext.1

**Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice, subject to auction day announcements. All acreages are approximate and subject to survey. All information contained herein was derived from sources to be correct. The following contained in this brochure is subject to inspection and verification by all parties relying on it. The seller or their representatives assume no liability for its inaccuracy, errors or omissions.**

**BROKER PARTICIPATION:** A referral fee in the amount of one percent (1%) of the High Bid Price will be paid to the qualified Real Estate Broker acting as a buyer's broker whose client pays for and closes on the property. In order to qualify for this fee, the Real Estate Broker must: (A) Be a licensed Real Estate Broker in the State of Ohio who will abide by the National Association of Realtors code of Ethics. (B) Register the client with listing broker/auctioneer by mail/email on Client Broker Registration Form, provided by Auctioneer, which must be signed by broker/salesperson and prospect, with Keller Williams-Legacy Group Realty & Dutton Real Estate Auctions, prior to attending an open house with client and prior to and **NO LATER THAN JUNE 22, 2023**(C) Sign in and inspect the properties with the prospect during a scheduled on-site inspection. (D) Attend the auction with the prospect and bid with or for the prospect who was the high bidder. A complete file of all broker registrations will be maintained by Auctioneer. No referral fees will be paid if prospect has previously contacted listing broker or attended a scheduled open house without buyer/broker. Referral fees will be paid upon the closing of the sale by the Seller and only after receipt of all commissions by listing broker, Keller Williams—Legacy Group Realty. No referral fees will be paid by Seller if the cooperating broker, broker's agent or a member of the broker's immediate family is participating in the purchase of the property. An affidavit will be required to be signed certifying that the broker is not acting or participating in any way as a principal. No sub-agency shall be offered to any buyer/broker by listing broker and the Broker shall represent the buyer and have a signed Agency disclosure form as such. There can be **NO EXCEPTIONS** to this procedure and **NO** oral registrations will be accepted. If a referring broker has not met all of the above requirements, no referral fee will be paid.

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**Broker**

**Date**

---

**Client**

**Date**

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. - Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 7**

# **BIDDERS STATEMENT**

**DUTTON REAL ESTATE AUCTIONS**

4974 Higbee Ave NW

Canton, OH 44718

330.879.5000 – [www.duttonAuctions.com](http://www.duttonAuctions.com)



**BIDDERS' STATEMENT Bidders No. \_\_\_\_\_**

Date of Auction: **JUNE 29, 2023 @ 6:00 PM**

The Purchaser represents and warrants that the Purchaser is of legal age and has full legal capacity and authority to understand, execute and deliver this Bidder's Statement on behalf of the Purchaser or the entity, if any, designated immediately below the signature line at the bottom of this Statement. As a condition of being permitted to bid at the Auction, the Purchaser acknowledges and/or agrees as follows:

1. The Purchaser has received and carefully reviewed and understood, prior to the execution hereof, copies of each of the following items: (a) Terms and Conditions of Sale for Purchasing the Property at Auction; (b) Brochure describing the Auction; and (c) Property Information Packet ("Bid Package") for the Property, which includes, among other items, a copy of the real estate purchase and sale agreement and its exhibits ("Agreement") for the Property.
2. The Purchaser has the financial resources necessary to complete the timely acquisition of the Property as and when required, pursuant to the Agreement, at the bid price offered by the Purchaser, plus the required Buyer's Premium.
3. The Purchaser has independently inspected and reviewed the following conditions of the Property, including but not limited to, (a) the title of Seller; (b) the condition and state of repair and/or lack of repair of all improvements thereon and has had the opportunity to obtain testing and reports; (c) the existence and condition of any and/or all personal property at the Property, if any; and (d) the nature, provisions and effect of all health, fire, environmental, building, zoning, subdivision, and all other use and occupancy laws, ordinances and regulation applicable thereto.
4. The Purchaser understands and agrees: (a) THAT THE PROPERTY WILL BE SOLD "WHERE IS" IN AN "AS IS" CONDITION WITH NO WARRANTY, EXPRESS OR IMPLIED, ABOUT SUCH CONDITION, SELLER AND BROKER EXPRESSLY DISCLAIM ANY WARRANTIES OF HABITABILITY, FITNESS FOR INTENDED USE OR OTHER IMPLIED WARRANTIES AND WITH THE PURCHASER ACCEPTING ALL DEFECTS, BOTH APPARENT AND LATENT, AT THE PURCHASER'S OWN AND ABSOLUTE AND EXCLUSIVE RISK; (b) that neither Seller nor Broker or Auctioneer will have any liability or obligation whatsoever, for the physical condition of the Property, or for any inaccuracy in or omission from any of the written information and materials about the Property, including but not limited to, inaccuracies made in reports drafted by third parties, such as title reports, environmental reports or any changes concerning the Property between the date of the reports, written information and materials and the date hereof; (c) the Seller, Seller's agents and affiliates and the Auctioneer or its agents, employees and affiliates are not permitted to bid at the Auction; (d) because of the pace of the Auction bidding, the Auctioneer is not able and therefore not obligated to recognize nor record each of the bidders at any bid level during open outcry except the high bidder; (e) and the Purchaser waives and releases Auctioneer from all claims, causes of action and any other proceedings alleging that Auctioneer failed to perform any of the matters described in Section (d) above.
5. In the event the Purchaser is the high bidder at the Auction of the Property, and such bid is accepted by Auctioneer, the Purchaser will (a) tender the required earnest money to Auctioneer; (b) acknowledge the sale on the Bidder's Card which will also be tendered to the Auctioneer; and (c) execute the Agreement immediately after the end of bidding in exactly the same form as such Agreement was in the Bid Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to the commencement of bidding for the Property, and with the blanks filled in accordance with the terms of the transaction.

IN WITNESS HEREOF, the Purchaser has caused this Bidder's Statement to be executed this June 29, 2023

Purchaser:

Seller:

\_\_\_\_\_  
(Please Sign)

\_\_\_\_\_  
(Please Sign)

\_\_\_\_\_  
(Please Print)

Company: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

# **PERRY TWP. OHIO REAL ESTATE**

**Residential Building Sites - Zoned R-2**

**Stark Co. – Perry Twp. – Massillon, Ohio**

**AUCTION: JUNE 29 @ 6 PM**

## **SECTION 8**

## **FINANCING**

**DUTTON REAL ESTATE AUCTIONS**

4947 Higbee Ave

Canton, OH 44718

330.879.5000 – [www.duttonAuctions.com](http://www.duttonAuctions.com)

# TERMS OF SALE FOR JUNE 29 REAL ESTATE AUCTION

**REGISTRATION BEGINS AT 5PM · LOCATION: Pheasant Grove Ave NW, Massillon OH 44646**

**OPEN DATES: June 15, 22 & 29 (4-6p)**

**TIME AND PLACE OF AUCTION:** Auction will be held Online @ [www.DuttonAuctions.com](http://www.DuttonAuctions.com) / On-Site at Cul-de-sac (Parcel 3) Pheasant Grove Ave NW Massillon OH 44646 and will begin at 1PM. On-Site Auction Day Registration begins at 5 PM. The Property will be open for viewing the day of the sale at 4 PM.

**AUCTION FORMAT:** To get approved to bid for the auction all parties must provide valid Drivers License, State ID or Passport fill and sign registration form. All Bid Registrations must be approved by auctioneer prior to commencement of bidding. To Register to Bid Online, please follow the online bidding instructions at: <https://www.duttonauctions.com>. All Bidding is to be LIVE, On-Site & Online.

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER:** The high bidder will be required to tender 10% of High Bid down day of sale, in the form of cash, certified bank check, or via bank wire as initial earnest money, made payable to American Title Solutions, and sign the Auction Purchase Agreement

**BUYERS PREMIUM:** The auction purchase contract shall provide that the purchaser pays a buyer's premium of 10%. This amount will be added to the high bid amount to determine the total auction purchase price. Financing, if any, shall be calculated on the Total Auction Purchase Price.

**TITLE:** Sellers shall furnish at their own expense a title guaranty policy brought to date of delivery of deed, showing good marketable title in fee simple in sellers and shall convey the premises by General Deed, free of dower, liens or encumbrances, except as specified herein.

**CLOSING PROCEDURE:** The real estate title and closing will be provided by Stone Gate Title and shall occur on or before July 31, 2023 at which time purchaser shall pay the balance of the purchase price. Transfer of title will be by Stone Gate Title Agency.

**POSSESSION OF PROPERTY:** At Recording of the Deed.

**PLEASE NOTE:** The property is not being sold subject to financing. This means that, before you bid at the auction, you should have enough cash reserves to close the purchase, or that financing should be pre-arranged, or that you should be absolutely sure that you can qualify for financing. If you do not have the cash, or if you are not sure you can obtain financing, it is recommended that you do not bid.

**NO WARRANTIES:** This property is being sold "AS IS", "WHERE IS", without any representation or warranty of any kind being made by the sellers, auctioneer, Keller Williams Legacy Group Realty, or by any other cooperating realty firm. All information in this brochure, any advertising, or in any other written form has been taken from sources believed to be reliable and accurate, but is not guaranteed.

**AGENCY DISCLOSURE:** All licensees associated with the Broker represent the seller in the sale of this property.

**BROKER PARTICIPATION:** : A referral fee in the amount of one percent (1%) of the High Bid Price will be paid to the qualified Real Estate Broker acting as a buyer's broker whose client pays for and closes on the property. In order to qualify for this fee, the Real Estate Broker must: (A) Be a licensed Real Estate Broker in the State of Ohio who will abide by the National Association of Realtors code of Ethics. (B) Register the client with listing broker/auctioneer by mail/email on Client Broker Registration Form, provided by Auctioneer, which must be signed by broker/salesperson and prospect, with Keller Williams-Legacy Group Realty & Dutton Real Estate Auctions, prior to attending an open house with client and prior to and **NO LATER THAN 48 hrs prior to the Auction Date** (C) Sign in and inspect the properties with the prospect during a scheduled on-site inspection. (D) Attend the auction with the prospect and bid with or for the prospect who was the high bidder. A complete file of all broker registrations will be maintained by Auctioneer. No referral fees will be paid if prospect has previously contacted listing broker or attended a scheduled open house without buyer/broker. Referral fees will be paid upon the closing of the sale by the Seller and only after receipt of all commissions by listing broker, Keller Williams—Legacy Group Realty. No referral fees will be paid by Seller if the cooperating broker, broker's agent or a member of the broker's immediate family is participating in the purchase of the property. An affidavit will be required to be signed certifying that the broker is not acting or participating in any way as a principal. No sub-agency shall be offered to any buyer/broker by listing broker and the Broker shall represent the buyer and have a signed Agency disclosure form as such. There can be **NO EXCEPTIONS** to this procedure and **NO** oral registrations will be accepted. If a referring broker has not met all of the above requirements, no referral fee will be paid.

**ATTENTION AUCTION BUYERS:** We recommend that you arrive at the auction at least one hour prior to the sale, in order to answer any last minute questions and register to get **APPROVED** to bid. Any property may be withdrawn, canceled or subject to sale prior to the auction without any further notice. Subject to auction day announcements. The property is being offered with reserve, subject to seller acceptance. The following contained in this brochure is subject to inspection and verification by all parties relying on it. The sellers) and their representatives assume no liability for its inaccuracy, errors, or omissions.

**CONDUCT OF THE AUCTION:** Announcements made at the time of the auction from the podium take precedence over all printed material. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. Seller and auctioneer reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance, canvassing, soliciting, or other reasons.

**AUCTIONEER:** Jared Dutton, AARE / 330.879.5000 Ext. 3

**BROKER:** Joel Dutton

Keller Williams Commercial Legacy Group Realty

**DUTTON REAL ESTATE GROUP—OVER 5000 PROPERTIES SOLD**

