

2114
Doom

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **JUNE TRICE**, a married woman whose husband is **William L. Trice**, whose address is 640 S. Mason-Montgomery Road, Mason, Ohio 45040, hereafter known as the Grantor, for valuable consideration paid, grants with general warranty covenants to **CITY OF MASON, OHIO**, Noits successors and assigns forever, whose tax mailing address is 202 W. Main Street, Mason, Ohio 45040, known as the Grantee, the following described real estate:

Situate in Deerfield Township, Warren County, Ohio, and being a part of Section 29, Town 4, Range 2, M.R.S. and bounded and described as follows: 16-29-100-009 86

Beginning at a point in the west line of Section 29 and in the center of the Mason and Montgomery Road, said beginning point bears S. 4° 09' W. 209.2 feet from the northwest corner of grantors lands as per deed book 148, page 154, and is further witnessed by an iron rod bears S. 86° 40' E. 30 feet, running thence by new division lines (1) S. 86° 40' E. 270 feet to an iron rod; (2) S. 4° 09' W. 180 feet to an iron rod; (3) N. 86° 40' W. 270 feet to a point in the west line of said section and in the center of the Mason and Montgomery Road, witness an iron rod bears S. 86° 40' E. 30 feet, thence with the center of said road N. 4° 09' E. 180 feet to the place of beginning, containing 1.11 acres, subject to all legal highways.

The property is conveyed subject to and there are hereby excepted from the general warranty covenants all easements and restrictions of record, established easements, zoning ordinances and real estate taxes and assessments, which are due, but not yet payable.

Being the same property conveyed to the Grantor herein by instrument recorded in Official Record 406, Page 911 of the Warren County, Ohio, Records.

IN WITNESS WHEREOF, The said JUNE TRICE, and her husband, William L. Trice, who hereby releases all his right and expectancy of dower in the said property, have hereunto set their hand this 25th day of May, 2000.

Signed and acknowledged in the presence of:

Thomas M. Weickemberger
Print Name
Just A L
Print Name
Scott F. Lehner

June Trice
JUNE TRICE

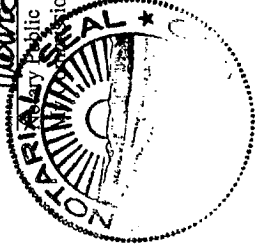
William L. Trice
WILLIAM L. TRICE

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED, that on this 25th day of May, 2000 before me, the subscriber, a Notary Public in and for said County and State, personally came WILLIAM L. TRICE and JUNE TRICE, husband and wife, and acknowledged the signing of the foregoing instrument, and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year first above written.

Thomas M. Woebkenberg



Commission Expires:

THOMAS M. WOEBKENBERG, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration

This Instrument Prepared By:

THOMAS M. WOEBKENBERG
WOOD & LAMPING
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
513/852-6044

SB-1685MGG

TRANSFERRED
JUN 06 2000
SEC 319.902 COMPLIED WITH
NICK NELSON, Auditor
WARREN COUNTY, OHIO

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 194917 Type: DEED
Filed: 6/06/2000 13:11:23 \$ 14.00
OR Volume: 1956 Page: 985 Return: M
Rec#: 11492 Pages: 2
WOOD & LAMPING LLP

BOOK 1956 PAGE 986

CONTRACT TO PURCHASE

This Contract is entered into this 4th day of May 2000, between William Trice and June Trice (hereinafter referred to as "Sellers") and the City of Mason, Ohio, a municipal corporation, 202 West Main Street, Mason, Ohio 45040 (hereinafter referred to as "Purchaser").

Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers all property and improvements located at 640 South Mason-Montgomery Road, which includes a house and approximately 1.11 acres of land, and also identified as Sidwell #16291000090, in the City of Mason, Warren County, Ohio (the "Property"). Purchaser intends to use the Property for municipal purposes.

The purchase and sale shall be completed on the following terms and conditions:

1. Price, Terms of Payment: The purchase price shall be \$161,656 for the Property. Purchaser shall pay the entire purchase price, in cash, at closing.
2. Moving Expense: Purchaser agrees to pay \$4,000 at closing to Sellers for anticipated moving expenses.
3. Possession Following Closing: Purchaser shall be entitled to possession by December 31, 2000. In the event Sellers vacate the property prior to December 31, 2000, Sellers shall provide written notice of vacation and Purchaser shall be entitled to immediate occupancy.
4. Removal of Items: Sellers shall remove any and all items desired, including personal items and fixtures, from Property prior to possession.
5. Conveyance and Closing: Purchaser agrees to pay all conveyance and closing costs. Sellers agree to convey marketable title to the Property by general warranty deed, in fee simple, free, clear and unencumbered, with release of dower, if any, on or before May 31, 2000. Real estate taxes shall be prorated through the date of closing.
6. Risk of Loss: Sellers agree that they will maintain, until the date of closing, fire and extended coverage insurance on the Property in an amount not less than the purchase price. In the event the Property is damaged or destroyed by fire or other casualty prior to closing, the Purchaser shall have the option of (a) accepting the Property in its damaged condition, in which event, Sellers shall assign, in full, the proceeds of the insurance as a result of said damage or destruction, or (b) terminating this contract, in which event, any earnest money given by Purchaser

shall be immediately returned to Purchaser and all obligations of Purchaser and Sellers shall terminate. The risk of loss or damage to the Property by any insurable casualty shall be assumed by Sellers until the date of closing.

7. No Brokers: Purchaser and Sellers represent to each other that there are no brokers involved in this transaction that may make a claim for a commission on the sale of the Property.
8. Binding Effect: This contract shall be binding upon the heirs, successors and assigns of Purchaser and Sellers.
9. Entire Contract: This contract represents the entire agreement between the parties. Any modifications to this contract shall be in writing, signed by both Purchaser and Sellers, and attached to this contract.

WITNESSES:

Ann Bernard
Dorothy B. Russell

SELLER:

William Trice
William Trice

WITNESSES:

Ann Bernard
Dorothy B. Russell

SELLER:

Jane Trice
Jane Trice

WITNESSES:

Scott F. Lahmer
Scott F. Lahmer

PURCHASER: CITY OF MASON

Scott F. Lahmer
Scott F. Lahmer, City Manager for
City of Mason

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this 4th day of May, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came William Trice, and acknowledged the signing of the foregoing instrument, and that the same is his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.

Sharon K. West
Notary Public

My Commission Expires: 3/6/04

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004

BE IT REMEMBERED that on this 4th day of May, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came June Trice, and acknowledged the signing of the foregoing instrument, and that the same is her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first written above.

Sharon K. West
Notary Public

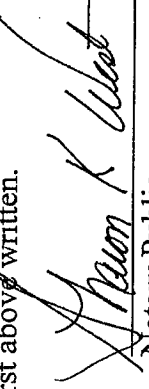
SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004

My Commission Expires: 3/6/04

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED that on this _____ day of _____, 2000, before me, the subscriber, a Notary Public in and for said County and State, personally came Scot F. Lahrmer, the City Manager of the City of Mason, who acknowledged that he did sign said instrument as such officer on behalf of said City and by authority of the City Council; that said instrument was signed as his free act and deed individually, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name affixed my notarial seal on the day and year first above written.


Notary Public

My Commission Expires: 3/6/04

SHARON K. WEST
Notary Public, State of Ohio
My Commission Expires March 6, 2004