

1-97-9940

General Warranty Deed*

59677

Dale A. Teets and Nita J. Stone, HUSBAND AND WIFE

, of Warren County, Ohio

for valuable consideration paid, grant(s) with general warranty covenants, to
Schoonover and Byron D. Swab, both unmarried

Jannelle K.

, whose tax-mailing address is

115 S. East Street Mason, Ohio 45040

the following **REAL PROPERTY**: Situated in the County of Warren
of Ohio and in the village of Mason

in the State

FILE #1-97-9940

CITY of MASON

SITUATED IN THE COUNTY OF WARREN AND STATE OF OHIO AND BEING PART OF SECTION
NO. 36, TOWN 4, RANGE 2, OF THE M.R.S. AND BEING A STRIP OF LAND NINETY FIVE
(95) FEET WIDE OFF THE SOUTH SIDE OF LOT NO. 18 (~~REVISED PLAT~~) IN THE VILLAGE
OF MASON, AS DESIGNATED ON THE RECORDED PLAT OF SAID VILLAGE. THE ABOVE TRACT
FACING 95 FEET ON THE EAST STREET AND RUNNING WEST 132 FEET PARALLEL WITH
SOUTH LINE OF SAID LOT NO. 18.

PARCEL # 16-36-286-012

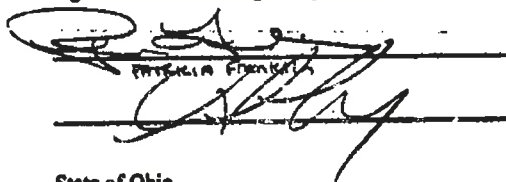
** Being a part of Lot 18 of the Original Plat of
the Village of Mason
recorded in PB 1 page 220 of the Warren County Recorder's
office Plat Records.*

Prior Instrument Reference: Volume 731 Page 125 of the Deed Records of Warren
County, Ohio.

~~Grantor(s) released all right and claim to said~~ Witnesses
of October 31, 19 97

their hand(s) this 31st day

Signed and acknowledged in presence of:




Dale A. Teets


Nita J. Stone

State of Ohio

County of Warren

ss.

BE IT REMEMBERED, That on this 31st day of October, 19 97, before me,
the subscriber, a Notary Public, in and for said state, personally came,
Dale A. Teets and Nita J. Stone, husband and wife, the Grantor(s) in the

foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal
on the day and year last aforesaid.

My Commission Expires:



This instrument was prepared by
GREGORY S. TRAYNOR
Notary Public, State of Ohio
My Commission Expires June 6, 1999

~~AMY HUBBARD, Notary Public, State of Ohio~~
566 OLD CROWN ROAD 70, SUITE 4
BATAVIA, OHIO 45107

BOOK 1441 PAGE 408

Auditor's and Recorder's Stamps

*See Sections 5302.05 and 5302.06 Ohio Revised Code.

59677

RECEIVED & RECORDED
BETH RECKARD
WARREN CO. RECORDER

97 NOV 10 PM 1:36

O.R. VOL. 1441

PAGE 408 FEB 14

BOOK 1441 PAGE 409

TRANSFERRED

NOV 10 1997 12:13 PM

SEC. 319.262 COMPLIED WITH
LOCAL RELEASE ACT
COLUMBIANA COUNTY, OHIO

1441 B.V. Acknowledged 7/10/00

**CONTRACT FOR SALE AND
PURCHASE OF REAL PROPERTY**

**PARCEL(S): 16362860120
WARREN COUNTY, OHIO
CITY OF MASON, OHIO**

This Agreement is being entered into by and between the City of Mason, Ohio (hereinafter "Purchaser") and **Jannelle K. Schoonover and Byron D. Swab (wife and husband) whose address is 115 South East Street, Mason, Ohio 45040** (hereinafter "Seller"); "Seller" includes all of the foregoing named persons or entities, and, if applicable, their respective spouses, each of whom hereby agrees to relinquish and release to Purchaser all of his or her rights, interests, and expectancies of dower in the hereinafter described real property].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Seller shall sell to Purchaser the property, which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, for **One Hundred Thirty Four Thousand Dollars and 00/100 (\$134,000.00)**, the amount due from Purchaser to Seller at Closing. There shall be no additional amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of the Seller; (c) the Seller's covenants set forth herein; and (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interests; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. Seller shall not be responsible for any and all future installments of any special assessments levied and assessed against the real

EXHIBIT B
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property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property after the date of transfer of title.

2. Estate Sold and Deed Transfer:

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all shrubbery and trees. If the rights, titles, and estates described in Exhibit "A" constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit "A" constitute something less than the fee simple in the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit "A" is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

4. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interest in the property described in Exhibit "A", such as, but not limited to those belonging to tenants, lessees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

5. No Change in Character of Property

The Property shall be sold to Purchaser "AS IS" and "WHERE IS", subject to Purchaser's inspection of the Property upon Seller's execution of this Contract to Purchase. Seller shall not change the existing character of the land and building described in Exhibit "A" prior to the date of Closing. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, suffers any damage, changes, alteration, or destruction beyond reasonable wear and tear, then, without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement. If the Seller refuses to restore the premises, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller. Purchaser shall be entitled to a walk through of the building 24 hours prior to Closing. This provision shall not merge with the deed and shall survive Closing. The following items are specifically excluded from the Property: magnolia tree in backyard, two birdbaths, garden arch, and other garden décor, artwork/mirrors and shelves in the property, dryer in the basement. In the event that the removal of these items causes any damage to the Property, Seller shall repair such damage to Purchaser's satisfaction.

6. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open to acceptance by Purchaser

for a period of **twenty (20) days** immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of **twenty (20) days**, this Agreement shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon all parties hereto.

7. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement. Seller shall pay all liens and encumbrances, deed preparation fees, overnight handling fees for payoffs, attorney's fees for the curing of any title issues and any other reasonable and customary costs associated with the transfer of title.

8. Closing Date

The consummation and closing of this Agreement shall occur on or before February 22, 2008, at such place as the parties may agree, or as mutually agreed by both parties. Provided, however, in no event shall consummation and closing occur more than **one hundred twenty (120) days** after the last date on which one of the parties hereto executes this Agreement.

9. Physical Possession of Vacant Land and Structures

Physical possession of vacant land and buildings shall be surrendered by Seller to Purchaser not later than 2 months after the closing date. Seller shall have the privilege of occupancy of said house without the obligation of rent, taxes, and/or assessments; however, Seller shall pay to Purchaser a refundable security deposit in the amount of \$2,000.00 at Closing. Seller, while occupying the premises, shall be responsible for the payment of all utility bills, casualty, liability insurance, and renter's insurance/content insurance costs. Purchaser shall maintain property and casualty insurance on the property,

naming Purchaser as insured, and shall provide proof of such insurance at Closing. All obligations of the Seller shall be incorporated into a Lease Agreement to be executed by the Seller prior to or at Closing. This contract is contingent upon the execution of the Lease Agreement by Seller prior to or at Closing.

10. Binding Agreement

This Agreement shall be binding upon Seller and Seller's heirs, executors, administrators, successors and, this Agreement shall inure to the benefit of Purchaser, its successors and assigns.

11. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either party.

13. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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EXHIBIT B

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IN WITNESS WHEREOF, the parties hereto, namely the City of Mason, Ohio (Purchaser) and **Jannelle K. Schoonover and Byron D. Swab** (Seller) have executed this Agreement on the date(s) indicated immediately below their respective signatures.

WITNESS:

1. _____

Print Name of Witness

By: Jannelle K. Swab
Jannelle K. Swab, Seller

By: Byron D. Swab
Byron D. Swab, Seller

2/01/08
Date:

2. _____

Print Name of Witness

WITNESS:

CITY OF MASON, OHIO, PURCHASER

1. _____

Print Name of Witness

By: _____
Eric Hansen, City Manager

Date:

2. _____

Print Name of Witness

Date: _____

Approved as to form:
Legal Counsel for the City of Mason, Ohio

334050.1