

Tax year 2022 BOR no. 2022 W2  
 County Clark Date received 4/3/23

### Complaint Against the Valuation of Real Property

Answer all questions and type or print all information. Read instructions on back before completing form.  
 Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2  
 Original complaint  Counter complaint  
 Notices will be sent only to those named below.

Name		Street address, City, State, ZIP code	
1. Owner of property	Timothy G. Rigel	896 Sylvan Shores Dr. S. Vienna	
2. Complainant if not owner	N/A	OH 45369	
3. Complainant's agent	N/A	N/A	
4. Telephone number and email address of contact person 937-244-5211 timrigel1214@gmail OR jamierigel@gmail			
5. Complainant's relationship to property, if not owner If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill		Address of property	
110-12-00032-000-030		8155 Springfield Jamestown Rd.	
7. Principal use of property Vacant property Purchased For Rehab (Rental or Flip)			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
110-12-00032-000-030	\$116,000.00	\$166,140.00	\$50,140.00
9. The requested change in value is justified for the following reasons: Purchased at public auction. Property is vacant and will be complete rehab and sold.			

10. Was property sold within the last three years?  Yes  No  Unknown If yes, show date of sale 9-9-2022  
 and sale price \$ 116,000.00 ; and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date \_\_\_\_\_ and total cost \$ \_\_\_\_\_

13. Do you intend to present the testimony or report of a professional appraiser?  Yes  No  Unknown

FILED  
 CLARK COUNTY AUDITOR  
 APR - 3 2023 \* 3/31/23  
 JOHN S. FEDERER  
 AUDITOR  
 Postmarked \*

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction.
- The property lost value due to a casualty.
- A substantial improvement was added to the property.
- Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 3-31-23 Complainant or agent (printed) Timothy Rigel Title (if agent) \_\_\_\_\_

Complainant or agent (signature) 

Sworn to and signed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_ (Date) (Month) (Year)

Notary \_\_\_\_\_

<b>A.</b> U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT <b>SETTLEMENT STATEMENT</b>	<b>B. TYPE OF LOAN:</b>				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER: H22-20077			7. LOAN NUMBER:	
	8. MORTGAGE INS CASE NUMBER:				

**C. NOTE:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. NAME AND ADDRESS OF BUYER:</b> Timothy G. Rigel 826 Sylvan Shores Drive South Vienna, OH 45369	<b>E. NAME AND ADDRESS OF SELLER:</b> Kathryn L. Hickman Janie E. Castle Teresa L. Gireath Julie Smith Joann Cument 1630 Wedgewood Drive	<b>F. NAME AND ADDRESS OF LENDER:</b> Cash
<b>G. PROPERTY LOCATION:</b> 6155 Springfield-Jamestown Road Springfield, OH 45502 Clark County, Ohio	<b>H. SETTLEMENT AGENT:</b> 31-1365319 Home Site Title Agency, Inc.  <b>PLACE OF SETTLEMENT</b> 1755 W. Second St. Xenia, Ohio 45385	<b>I. SETTLEMENT DATE:</b> September 9, 2022

J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BUYER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price	116,000.00	401. Contract Sales Price	116,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	1,288.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BUYER</b>	<b>117,288.00</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>116,000.00</b>
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money	6,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	21,300.56
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage to IH Credit Union/91659	43,092.51
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/22 to 09/09/22	1,516.90	511. County Taxes 01/01/22 to 09/09/22	1,516.90
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BUYER</b>	<b>7,516.90</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>65,909.97</b>
<b>300. CASH AT SETTLEMENT FROM/TO BUYER:</b>		<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>	
301. Gross Amount Due From Buyer (Line 120)	117,288.00	601. Gross Amount Due To Seller (Line 420)	116,000.00
302. Less Amount Paid By/For Buyer (Line 220)	( 7,516.90)	602. Less Reductions Due Seller (Line 520)	( 65,909.97)
<b>303. CASH ( X FROM ) ( TO ) BUYER</b>	<b>109,771.10</b>	<b>603. CASH ( X TO ) ( FROM ) SELLER</b>	<b>50,090.03</b>

3. **Fair Housing:** This Agreement shall be performed in accordance with Ohio Fair Housing Law (Section 4112.02 (H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A., Section 3601), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, military status as defined in that section, disability, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
4. **As Is:** Seller and Purchaser acknowledge that Purchaser has bid on the property at Timed Online Auction and is entering into this contract based on the property's current "AS IS" condition, and that Seller makes no warranties, expressed nor implied, about the property other than what has been stated in marketing information provided by Seller through the date of the Timed Online Auction .
5. **Tax Prorations:** Taxes and Assessments to be pro-rated to date of delivery of deed (**LONG PRORATION**) unless otherwise specified in this paragraph.
6. **Continuing Insurance:** The Seller agrees to maintain existing fire and windstorm insurance covering buildings on said premises until delivery of deed.
7. **Closing:** Closing will occur on or before **SEPTEMBER 13, 2022**. Purchaser will pay customary portion of closing costs at closing. Closing to be conducted by title company of Seller's choice, unless otherwise agreed by Seller. Seller will transfer ownership to Purchaser via a **GENERAL WARRANTY** deed.
8. **Other:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except \_\_\_\_\_
9. **Binding Arbitration:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
10. **Licensing:** Broker and Auction Co. are licensed by the Division of Real Estate and Professional Licensing, Dept. of Commerce and are bonded in favor of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunto set their hands this 2<sup>ND</sup> day of AUGUST, 2022.

Seller: Julie Smith  
DocuSigned by: 89134EB86796446  
Kathryn Pinkin  
DocuSigned by: 73E82F03A404Ea  
[Signature]  
DocuSigned by: BA48855031734FE...  
[Signature]  
DocuSigned by: A4589E86B5AE4E2...  
[Signature]  
FF7C2615EA2F4C5...

Purchaser: [Signature]  
DocuSigned by: 6EBF7930053045A...

We acknowledge the receipt and escrow holding of **\$6,000** as indicated in items 1 and 2 above.

**SHERIDANS LLC**

By: \_\_\_\_\_, Member



# SHERIDANS LLC

## CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT made and entered into at (City) CEDARVILLE, Ohio, this 2<sup>ND</sup> day of AUGUST, 2022, by and between (Seller): KATHRYN HICKMAN, JANIE CASTLE, TERESA GILREATH, JOANN CURRENT, & JULIE SMITH, hereinafter called the Seller (whether one or more), and:

NAME TIMOTHY G. RIGEL

ADDRESS 826 SYLVAN SHORES DRIVE

CITY/ST/ZIP SOUTH VIENNA, OH45369

PHONE 937.450.3408

E-MAIL TIMRIGEL1214@GMAIL.COM

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and sold at Timed Online Auction through SHERIDANS LLC, Cedarville, Ohio, (Broker) the following described premises: 8155 SPRINGFIELD-JAMESTOWN ROAD, SPRINGFIELD, OH; PID 1101200032000030, together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid in at Timed Online Auction and has purchased all of said property for the sum of \$116,000.

NOW THEREFORE, it is agreed as follows:

1. **Price:** That Purchaser agrees to pay the total sum of \$116,000 as follows:
  - a. \$6,000 as down payment, the receipt of which is hereby acknowledged by the Seller;
  - b. \$110,000 (THE BALANCE DUE) on delivery of deed.
  
2. **Earnest Money:** Upon presentation of this offer, Purchaser has delivered to SHERIDANS LLC, the sum of \$ 6,000 as earnest money, to be deposited in the Broker's trust account promptly after acceptance of this offer. The earnest money shall be returned to Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the trust account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant to applicable court procedures. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.

<sup>DS</sup>  
JS

<sup>DS</sup>  
K.H. G.

<sup>DS</sup> <sup>DS</sup>  
T.G. J.C.

<sup>DS</sup>  
J.G.R.

FROM:

Tim & Jamie Rigel  
8206 Sylvan Shores Dr.  
South Vienna OH 45369

TO:

Clark County Treasures  
PO Box 1305  
Spfld OH ~~45301~~ 45301

Utility Mailer  
10 1/2" x 16"

ReadyPost



RDC 99



45501

U.S. POSTAGE PAID  
SOUTH VIENNA, OH  
45369  
MAR 31, 23  
AMOUNT  
**\$1.98**  
R2305MKT45751-06

