

PURCHASE AGREEMENT

THIS AGREEMENT, entered into this 20th day of July , 2023 by and between Tracy L. Oberly whose address is 7300 S. Charleston Pike, S. Charleston, Ohio 45368, hereinafter referred to as "Seller" and Russell A. and Rose L. White, whose address is 259 W. Mound St. So. Charleston, Ohio 45368 hereinafter referred to as "Buyer".

Witnesseth

Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, upon the terms and conditions herein expressed, the following described real estate and improvements thereon constructed known as:

Address of Property: 9144 Columbus-Cincinnati Rd., South Charleston OH 45368 in the Township of Madison, Clark County, OH. bearing Permanent Parcel No. 1601300016100027 containing 5.77 acres.

Buyer agrees to pay for said real estate and improvements thereon constructed the total sum of one hundred fifteen thousand and 00/100THS (\$115,000)

Buyer and Seller shall each pay their own closing costs incurred in this transaction.

Closing shall be held as follows: On or before Thirty (30) days from date of this Purchase Agreement at Ohio Real Estate Title, 1111 N. Plum St., Springfield, Ohio 45504.

Seller agrees to deliver possession of the real estate and improvements thereon constructed on day of closing.

Seller agrees to convey said real estate and improvements thereon by good and sufficient Statutory Warranty Deed, warranting the same free from all encumbrances, liens, and leasehold interest whatsoever, except easements, exceptions, reservations, plat restrictions, restrictive covenants and zoning restrictions of record; said deed to be delivered upon payment by Buyer of the remainder of the purchase price. Real Estate Taxes to be pro-rated between Buyer and Seller as of day of closing using the **Long-Term Method** of Tax Proration

The real estate, fixtures, appliances, and contents which are to be sold and purchased are not "new". Buyer understands and agrees that neither the Seller nor the Seller's agents have made any representations concerning the house or the contents.

Buyer has the right and duty to inspect the premises and contents and is purchasing the premises in an "as is" condition. If Buyer chooses to purchase the premise in "as is" condition or chooses not to inspect the premises and its contents or if Seller and his Agents are not notified in writing of any material defects in the premises or the contents after inspection then Buyer will be deemed to have accepted the condition of the premises and its contents as satisfactory and Seller and his Agents shall have no liability to Buyer with respect to the same. This provision shall survive delivery of the deed.

Buyer has the right to make a final inspection before settlement to ascertain that the conditions of the premises and its contents has not changed from the initial inspection, even if repairs were made by the Seller or if the premises are sold in "as is" condition.

Seller further agrees that no removal or replacement shall be made of electrical, heating, or plumbing fixtures, built in appliances, blinds, screens, storm sashes, curtains and curtain rods, wall to wall carpeting and landscaping.

If any of the improvements constructed on said real estate are damaged or destroyed by fire, windstorm, vandalism, or otherwise, prior to the delivery of said deed, or if Seller shall fail to maintain the same in substantially the condition they now exist, Buyer shall have the option to complete the sale contemplated herein and to receive the proceeds of any insurance payable in connection therewith up to the amount of loss incurred but not to exceed purchase price; to negotiate an adjustment in the purchase price or to terminate this Agreement.

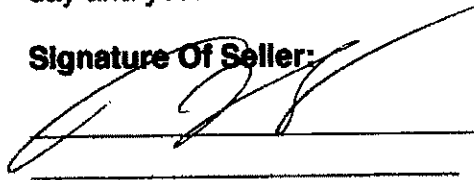
In the event title to said real estate shall not be marketable, due to matters other than those expressly set forth herein as being conditions to which Buyer has agreed to take subject, then Seller shall refund to the Buyer that sum this day paid to the Seller, and the same shall be accepted by the Buyer in full satisfaction and discharge of all claims and demands of Buyer arising or in any manner growing out of this Agreement, and thereupon, this Agreement shall be null and void, and both parties relieved from any further obligations hereunder.

In the event Buyer, for any reason, except as hereinabove provided, shall fail to comply fully with the terms and provisions of the Agreement including the payment of the balance of the purchase price within the time period herein allotted, then this Agreement shall be deemed to have been terminated and both parties relieved from any further obligations hereunder, except that Seller may elect to retain Earnest Money sums this day paid by Buyer, as and for liquidated damages.

This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above stated.

Signature Of Seller:

 7-20-23

(Tracy L. Oberly)

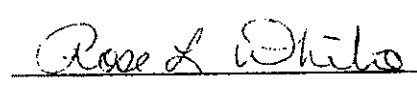
date

Signature Of Buyer:

 7/20/23

(Russell A. White)

date

 7/20/23

(Rose L. White)

date