

Tax year 2023 BOR no. 2023-047
 County Clark Date received 3/25/2024

DTE 1
Rev. 12/22

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	Jeremy & Sarah Barton	1278 N Hampton Rd. New Carlisle OH, 45344
2. Complainant if not owner		
3. Complainant's agent		
4. Telephone number and email address of contact person 267-467-5868 greenalcon44@hotmail.com		
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
0100500005100007	1278 N Hampton Rd New Carlisle OH 45344

7. Principal use of property Home Residence

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
0100500005100007	\$175,000	\$250,530	\$75,530

9. The requested change in value is justified for the following reasons:
 A 10x30 Shed is no longer on the property. In addition, property was sold for \$175,000 and we offered asking price. Home owners insurance coverage for \$175,000. There are many repairs needed on property so we feel this accurately reflects current value.

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale 10-3-2023
 and sale price \$ 175,000 ; 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 N/A and total cost \$ N/A.

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

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.

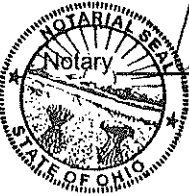
- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

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 3-25-24 Complainant or agent (printed) Sarah Borton Title (if agent) _____

Complainant or agent (signature) Sarah Borton

Sworn to and signed in my presence, this 25th day of March, 2024
(Date) (Month) (Year)

 [Signature]
comm. exp. 8/18/27

FILED
CLARK COUNTY AUDITOR

MAR 25 2024

HILLARY HAMILTON
AUDITOR

Application no. _____

Date Received

Application for Valuation Deduction for Destroyed or Damaged Real Property

Answer all questions and type or print all information. Please read instructions on back before completing form.

1. Owner's name Jeremy & Sarah Borton
2. Owner's address 1278 N Hampton Rd New Carlisle, 45344
3. Owner's telephone number 267-467-5868
4. Parcel number of damaged property 0100500005100007
5. Address of damaged property 1278 N Hampton Rd
6. County where located New Carlisle
7. Date damage occurred Before we bought the house - Unknown
8. Cause of damage Unknown
9. Description of damage It's not there; structure missing - 10x30 frame utility shed
10. Estimated dollar amount of damage \$ 7000?
11. If property insured, amount of insurance received \$ 0

I declare under penalties of perjury that this application has been examined by me and, to the best of my knowledge and belief, it is true, correct and complete.

Owner Jeremy Borton
Signature

3-24-2024
Date

By the county auditor
on behalf of the property owner _____
Signature

Date

Instructions for Completing Form

Filing Deadlines and Schedule of Deductions

An application for a deduction from the current year's value must be filed by Dec. 31 for property that is destroyed or damaged in the first nine months of the year. For property damaged in the last three months of the year, the filing deadline is Jan. 31 of the following year. **This form should be filed with the county auditor of the county in which the property is located.** Any deduction from value approved will affect the tax bills due the following year. The amount of the deduction equals a percentage of the reduction in value caused by the damage or destruction. That percentage is determined by the calendar quarter in which the damage occurred. The filing deadline and percentage deduction allowed for each calendar quarter are shown below.

Calendar Quarter in Which Property Was Damaged	Application Deadline	Percentage Deduction Allowed
January – March	Dec. 31	100%
April – June	Dec. 31	75%
July – September	Dec. 31	50%
October – December	Jan. 31	25%

Line Instructions

Lines 1, 2 and 3: Enter owner's full name, mailing address and daytime phone number.

Line 4: Enter parcel number(s) of damaged property. This number is shown on your tax bill.

Line 5: Enter the full address of the damaged property.

Line 6: Enter name of county where damaged property is located.

Line 7: Enter date the damage or destruction occurred.

Line 8: Explain cause of damage: fire, flood, intentional demolition, etc.

Line 9: Describe the damage to the property. Attach additional pages if necessary.

Line 10: Enter your best estimate of the reduction in the property's value caused by the damage.

Line 11: If property is insured, show the amount the insurance company paid or will pay, if available.

Owner's Signature

Sign and date the application at the bottom of page 1. If the owner's signature is not provided, alternatively the Notice of Two Disinterested Persons may be completed instead.

Notice of Two Disinterested Persons

If the owner's signature is provided on the front of this application, this notice is not necessary.

_____ and _____
Printed Name Printed Name

_____ and _____
Signature Date Signature Date

being duly sworn, say that they are residents of the municipal corporation or township in which the above property is or was situated, that neither of them has any interest therein, and that property was destroyed or injured on the date shown above.



Department of Veterans Affairs

RESIDENTIAL PURCHASE AND SALE AGREEMENT

The parties of this contract are The Secretary of Veterans Affairs (Seller) and Buyer as reflected in Section 2.A and 3.A of this Real Estate Purchase Agreement. Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined in Section 1 pursuant to the terms and conditions of this Contract for Sale and the Purchase and any riders and addenda (Contract). The land, improvements and accessories are collectively referred to as the Property:

1. PROPERTY TO BE PURCHASED

Street Address: 1278 N HAMPTON RD
City: NEW CARLISLE
State: OH Zip: 45344

SECTION 1 – PURCHASER(S) INFORMATION

2A. NAME OF PURCHASER / AUTH SIGN Jeremy Borton	2B. ADDRESS OF PURCHASER 530 Hamilton Street New Carlisle, OH 45344	2C. PHONE (267) 467-5868
		2D. EMAIL greenfalcon44@hotmail.com
3A. NAME OF CO-PURCHASER / AUTH SIGN	3B. ADDRESS OF CO-PURCHASER	3C. PHONE
		3D. EMAIL
4A. NAME OF PURCHASER / AUTH SIGN	4B. ADDRESS OF CO-PURCHASER	4C. PHONE
		4D. EMAIL
5A. NAME OF PURCHASER / AUTH SIGN	5B. ADDRESS OF CO-PURCHASER	5C. PHONE
		5D. EMAIL

6. STATE EXACT NAME(S) IN WHICH TITLE IS TO BE CONVEYED

Jeremy Borton & Sarah Borton

7. DO YOU PLAN TO OCCUPY THE PROPERTY?

Yes

8. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

	YES	NO
A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?		X
B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS?		X
C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?		X
D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?		X
E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF VRM OR ITS AFFILIATED COMPANIES?		X
F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM A VRM OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?		X
G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF VRM OR AFFILIATED COMPANIES?		X

PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

PURCHASER'S INITIALS: _____

SELLER'S INITIALS: _____

REO No. 162591 **Property Address:** 1278 N HAMPTON RD NEW CARLISLE, OH 45344

SECTION II – TERMS OF PURCHASE, CERTIFICATIONS AND CONDITIONS OF TRANSMITTAL OF OFFER

9. CASH OFFER <input checked="" type="checkbox"/>		10. TERM OFFER <input type="checkbox"/>	
A. OFFERED PRICE	\$175,000.00	A. OFFERED PRICE	\$175,000.00
B. BUYER CLOSING COSTS (Paid by Seller)	\$0.00	B. BUYER CLOSING COSTS (Paid by Seller)	\$0.00
C. NET SALES PRICE (Item A - Item B)	\$175,000.00	C. NET SALES PRICE (Item A - Item B)	\$175,000.00
D. COMMISSION	SALES \$5,250.00	D. COMMISSION	SALES \$5,250.00
	LISTING \$5,250.00		LISTING \$5,250.00
E. NET TO SELLER (Item C- Item D)	\$164,500.00	E. NET TO SELLER (Item C- Item D)	\$164,500.00
		F. DOWNPAYMENT	
		G. AMOUNT TO FINANCE	\$0.00
PURCHASERS AGREE TO CLOSE WITHIN DAYS AFTER OFFER IS ACCEPTED. 33		H. INTEREST RATE	0.00 %
		I. NO. OF YEARS	J. MONTHLY P & I PAYMENT

11. AMOUNT OF EARNEST MONEY DEPOSIT ▶ \$ 1,000.00 ("EARNEST MONEY")
 THE EARNEST MONEY SHALL BE DEPOSITED BY PURCHASER WITH THE ESCROW AGENT WITHIN TWO (2) BUSINESS DAYS AFTER THE FULL EXECUTION OF THIS CONTRACT OF SALE. IF PURCHASER FAILS TO MAKE A TIMELY DEPOSIT OF THE EARNEST MONEY, SELLER IN ITS SOLE DISCRETION MAY ELECT TO TERMINATE THIS CONTRACT OF SALE, WHICH SHALL THEN BE OF NO FORCE AND EFFECT. EARNEST MONEY IS REFUNDABLE TO PURCHASER ONLY PURSUANT TO PARAGRAPHS 6-9 OF THE "CONDITIONS OF SALE" SET FORTH IN SECTION IV. ON THE CLOSING DATE, THE EARNEST MONEY SHALL BE APPLIED TO THE PURCHASE PRICE AND PURCHASER SHALL DELIVER THE AMOUNT OF THE PURCHASE PRICE LESS THE EARNEST MONEY, PLUS OR MINUS APPLICABLE PRORATIONS, DEPOSITED BY PURCHASER WITH THE ESCROW AGENT IN CASH, BANK CHECK, CERTIFIED CHECK OR WIRE TRANSFER INTO ESCROW AGENT'S ESCROW ACCOUNT AT A BANK SATISFACTORY TO SELLER.

12. THE SELLER MAY ACCEPT OR REJECT ANY OFFER AT ITS SOLE DISCRETION. ANY OFFER MAY BE RESCINDED BASED ON PARAGRAPH 6 OF THE "CONDITIONS OF SALE" SET FORTH IN SECTION IV.

13. THE PURCHASER AND SELLER APPROVE AND ACCEPT THIS PURCHASE AND SALE AGREEMENT AND ALL OTHER ATTACHMENTS AND ADDENDA (THE "CUMULATIVE AGREEMENT"). IN THE EVENT ANY PROVISION OF THIS PURCHASE AND SALE AGREEMENT CONFLICTS WITH THE TERMS OF ANY STATE SPECIFIC PURCHASE AND SALE AGREEMENT, WHICH MAY BE ATTACHED, THE PROVISIONS OF THIS PURCHASE AND SALE AGREEMENT SHALL CONTROL.

14. PENALTY- The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false.

15A. SIGNATURE OF PURCHASER <i>Jeremy Boston</i>	15B. DATE SIGNED 9/1/2023	16A. SIGNATURE OF CO-PURCHASER	16B. DATE SIGNED
17A. SIGNATURE OF CO-PURCHASER	17B. DATE SIGNED	18A. SIGNATURE OF CO-PURCHASER	18B. DATE SIGNED
19A. NAME AND ADDRESS OF REAL ESTATE FIRM Coldwell Banker Heritage 4060 Executive Blvd. Beavercreek, OH 45430		19B. NAME OF PRINCIPAL BROKER Melissa Zimmer	19C. NAME OF SALES PERSON Claudia Holtvogt
		19D. TELEPHONE NUMBER (937) 671-9028	
20A. SIGNATURE OF PRINCIPAL BROKER OR AUTHORIZED REPRESENTATIVE REPRESENTING BUYER <i>Claudia Holtvogt</i>			20B. DATE SIGNED 9/1/2023

SECTION III – ACCEPTANCE BY THE DEPARTMENT OF VETERANS AFFAIRS

THIS CONTRACT OF SALE IS NOT EFFECTIVE AND OF NO FORCE AND EFFECT UNLESS SIGNED ON BEHALF OF THE SECRETARY OF VETERANS AFFAIRS.

21A. THE SECRETARY OF VETERANS AFFAIRS, An Office of the United States of America, By: _____ Printed Name _____ Title _____ By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)	21B. DATE ACCEPTED
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Form: VRM SC v.07222013

PURCHASER'S INITIALS: JB

SELLER'S INITIALS: _____

REO No. 162591 **Property Address:** 1278 N HAMPTON RD NEW CARLISLE, OH 45344

SECTION IV - CONDITIONS OF SALE

- 1. **Closing Date:** The closing shall occur on or before 10/3/2023 or such earlier time as both parties shall agree ("Closing Date"). If closing does not occur by the Closing Date, Purchaser must submit an extension request prior to the Closing Date, which Seller may accept or reject at its sole discretion; however, if Purchaser fails to submit an extension request prior to the Closing Date or Purchaser refuses or otherwise fails to perform in accordance with this Contract of Sale, Seller may elect to terminate the Contract of Sale and retain all Earnest Money as liquidated damages and upon notice by Seller to ("Escrow Agent") and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent. If Seller accepts the extension request, Seller shall charge a per diem of \$0.00 through and including the new closing date specified in the fully-executed extension. The Purchaser has the right to make an independent selection of their own attorney, settlement company, escrow company, title company and/or title insurance company in connection with the closing.
- 2. **Title:** Purchaser is responsible for payment of any title insurance required or requested and all closing costs. Purchaser is herewith notified that any offer accepted is subject to delay of closing or cancellation should seller conclude clear title cannot be conveyed. This Property is being marketed subject to review of the title package from foreclosure by Seller. Seller or its' agent will prepare Deed conveying title from Seller to Purchaser. Title to the Property will be conveyed by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a Special Warranty, Limited Warranty, Quit Claim or Bargain and Sale Deed or other local form of Deed acceptable to the recording agent and Seller. Should Purchaser be agreeable, along with lender and Purchaser's closing agent, to proceed with closing without Seller's approval of the full title package, a Quit Claim or Non-Warranty deed will be used.

IMPORTANT NOTICE: SELLER DOES NOT GUARANTEE OR WARRANT THE TITLE TO THE PROPERTY. Seller recommends that Purchaser obtain title insurance (or a title guarantee).

- 3. **Condition of the Property:** The Purchaser understands that the Seller acquired the Property by foreclosure, Deed-in-Lieu, forfeiture, tax sale or similar process. The Seller has limited or no direct knowledge concerning the condition of the Property. Purchaser agrees to accept the Property on an AS IS WHERE IS basis as of the Closing Date, with all faults, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not, and without any representation or warranty, express or implied, direct or indirect or of any kind or nature, all of which Seller hereby disclaims. Purchaser agrees that neither Seller, nor its agents and representatives, have made and the Seller specifically negates any representation or warranty, express or implied, direct or indirect or of any kind or nature with respect to the Property or the conditions thereof, including, without limitation, the fitness for any particular purpose, habitability, merchantability, marketability, profitability, including, without limitation, any defects, apparent, non-apparent or latent, which now exist or which may hereafter exist and which, if known to the Purchaser, may have caused the Purchaser to refuse to purchase the Property, and further including, without limitation, proper design, quality, physical condition, structural integrity, quality of character of materials used in construction of any improvements (drywall, asbestos, lead paint and urea formaldehyde foam insulation), availability and quantity or quality of water, stability of soil, susceptibility to landslide or flooding, sufficiency of drainage, water leaks, water damage, any other matter affecting the stability, integrity or condition of the Property or improvements, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, including mold, mildew, spores and/or other microscopic organisms and/or allergens, absence of faults, conformity of the Property or the improvements to any zoning, land use or building code requirements or compliance with any laws, rules, ordinances or regulations or any federal, state or local governmental authority, or the granting of any required permits or approvals of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements or remodeling of the structure, compliance with laws and regulations including, without limitation, those relating to health, safety and the environment. Purchaser is not now relying, and will not later rely, upon any representations and warranties, express or implied, direct or indirect or of any kind or nature made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and its affiliates from and against any liability or claim related to the Property arising under any cause of action based on any other state, local, or federal environmental law, rule or regulation.
- 4. **Occupancy Status of Property:** Purchaser agrees that neither the Seller, nor its representatives, agents, or assigns, have made any representation or warranty related to the existence of any tenants or occupants on the Property or as to the existence of any leases or the validity, enforceability, performance under or continuation of any such leases on the Property. All leases shall be deemed assigned to Purchaser upon closing to the extent permitted by applicable law. Purchaser further agrees that Seller is not holding any security deposits and has no information as to such security deposits and Purchaser agrees to assume all responsibility and liability for the refund of such security deposits. Purchaser agrees that the Property may be subject to the provisions of local rent control ordinances and regulations. Purchaser agrees that on the Closing Date, all eviction proceedings and other duties and responsibility of a property owner and landlord, including, but not limited to those proceedings required for compliance with such local rent control ordinances and regulations, will be the Purchaser's sole responsibility.
- 5. **Personal Property:** No items of personal property located on the Property are included in this sale or the Purchase Price unless set forth in Exhibit B of this Contract of Sale (if applicable). No representation or warranty is made by Seller as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens and Seller assumes no responsibility for such personal property remaining on the Property.
- 6. **Seller's Right to Rescind:** Seller at its sole discretion may rescind the Contract of Sale of the Property and return the Purchaser's Earnest Money under any of the following conditions: Property is damaged prior to the Closing Date, Seller is unable to deliver the Property as advertised, Seller is unable or unwilling to remove valid objections to title prior to the Closing Date, any errors are made in the calculations concerning the offer to sell the Property, Seller is unable to acquire title to the Property, or the Property is subject to any redemption rights.

PURCHASER'S INITIALS: 

SELLER'S INITIALS: _____

REO No. 162591 **Property Address:** 1278 N HAMPTON RD NEW CARLISLE, OH 45344

7. **Inspections:** Seller authorizes Purchaser, at Purchaser's expense, to make a complete inspection of the Property within seven (7) business days from the execution of the Contract of Sale. Within five (5) business days of receipt of any inspection report or within twelve (12) business days of execution of the Contract of Sale, whichever is earlier (the "**Inspection Period**"), Purchaser may terminate the Contract of Sale by providing Seller with written notice. If Purchaser does not terminate the Contract of Sale within the Inspection Period, Purchaser shall be deemed to have accepted the Property "AS IS WHERE IS", without any deductions from the Purchase Price or offsets of any kind. Purchaser agrees that Seller shall not make any repairs or replacements indicated in Purchaser's inspection reports and Purchaser agrees it is Purchaser's sole responsibility to obtain such reports by qualified professionals on any matters, including without limitation, the conditions set forth in paragraph 3 above, the appliances, structural components and alterations to the Property or presence of any environmental conditions or hazardous substances on the Property. If Purchaser properly terminates the Contract of Sale within the Inspection Period, Purchaser shall be entitled to a refund of the Earnest Money from Escrow Agent.
8. **Damage and Repairs:** Risk of loss or damage by fire, flood or any other cause before the Closing Date shall remain with Seller. If before the Closing Date, Seller elects in its sole discretion to make any repairs or treatments, which shall only be for functional purposes, all such repairs and treatments will be completed by a vendor approved by Seller. Purchaser shall not enter the Property to make any repairs. Whether or not Seller makes any repairs or treatments, Purchaser waives all claims related to the conditions of the Property and the quality of the repairs or treatments to the Property. Seller does not represent or warrant any work or repairs or treatments to the Property. If Purchaser makes any changes to the Property prior to closing, then Seller shall have the right to terminate the Contract of Sale at its sole discretion and Seller has the right to retain all Earnest Money as liquidated damages and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.
9. **Financing:** If this Contract of Sale is contingent on Purchaser obtaining financing to purchase the Property, the type of financing should be Cash. In such circumstance, Purchaser shall obtain an application for a mortgage loan based on the terms as set forth below within three (3) business days of the execution of this Contract of Sale, an appraisal completed within fifteen (15) business days after the execution of this Contract of Sale, and a loan commitment letter to be received within twenty (20) business days of the execution of this Contract of Sale. Purchaser shall obtain an application for a mortgage loan based on the following financing terms: Loan Amount of \$ 0.00 and term of _____ years with prevailing rates, terms and conditions. Lender shall fund the escrow agent and provide all loan closing documentation as of the Closing Date. Any change to the above-referenced terms shall give Seller the right in its sole discretion to terminate the Contract of Sale and retain all Earnest Money as liquidated damages. If Purchaser, despite its diligent efforts, does not comply with the provisions of this section, Seller may terminate this Contract of Sale and sign the "Release of Earnest Money and Termination of Contract of Sale" form. Purchaser must provide its loan application, proof of the application date and a copy of the denial letter from the prospective lender to Seller in the time period specified above as well as complies with all requests from lender during the application loan process in order to receive the Earnest Money deposit. Failure to do so will result in the Earnest Money being disbursed to Seller and upon notice by Seller to the Escrow Agent and Purchaser, Escrow Agent will pay such Earnest Money directly to Seller without Purchaser's consent.

Escape Clause and Notice of Value (NOV)

It is expressly agreed that, notwithstanding any provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veteran Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veteran Affairs (38 U.S.C. 501, 3703(c)(1)).

10. **Closing Costs:** Purchaser shall pay all of the closing costs associated with the transaction, including, without limitation, all recording costs, attorney fees, survey, appraisal, application, processing, credit report, documentary, transfer taxes and tax stamps, excise and other fees, all costs related to the financing and escrow fees. Purchaser is responsible for payment of all requested title insurance. Seller and Purchaser agree to prorate all assessments, rents, ground rents and taxes as of the Closing Date. Purchaser assumes all obligations and liabilities including and after the Closing Date. Notwithstanding the foregoing, the Seller at its sole discretion may agree to contribute toward closing costs which shall not exceed \$ 0.00 and will only be paid if costs are properly substantiated costs and pursuant to the agreed amounts. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. Purchaser agrees he/she is responsible for payment without limitation of all requested title insurance, all closing costs, homeownership dues, all state taxes and tax stamps on deeds, mortgages and notes and any and other fees (Collectively "Buyers Fees"). Purchaser agrees all Prorations calculated at closing, including prorations for taxes, are final once the transaction closes. Seller shall not be responsible for homeowner's association assessments that accrued prior to the date that the seller acquired the Property. Purchaser should not rely on the Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in year subsequent to the purchase. A change in ownership or Property improvement may result in reassessment and could result in higher property tax obligations.
11. **Waiver of Jury Trial:** To the fullest extent not prohibited by law, each of Seller and Purchaser agree to, and does, waive its respective rights to a jury trial of any claim or cause of action based upon or arising out of this Contract of Sale or the subject matter of this Contract of Sale. The scope of this waiver is intended to be all-encompassing of any and all disputes of any kind and nature whatsoever that may be filed in any court and relate to the subject matter of this agreement. Seller and Purchaser agree that this waiver is a material inducement to entering into this Contract of Sale and each will continue to be bound by and rely on this waiver in their related future dealings. Each party hereto further represents and warrants that it has had the opportunity to review this waiver with legal counsel of its own choosing and that it knowingly and voluntarily waives its jury trial rights. This waiver is irrevocable, meaning that it may not be modified either orally or in writing, and this waiver shall apply to any subsequent amendments, renewals, supplements, or modifications to this agreement. In the event of litigation, this agreement may be filed as a written consent to a trial by the court without a jury.

PURCHASER'S INITIALS: _____

SELLER'S INITIALS: _____

REO No. 162591

Property Address: 1278 N HAMPTON RD NEW CARLISLE, OH 45344

12. Special Provisions:

Strictly an AS-IS sale. Seller WILL NOT renegotiate price or consider repairs. If utilities cannot be turned on or asset de-winterized due to condition, they will remain off and asset will not be de-winterized for inspections

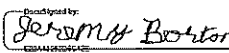
13. Miscellaneous: This Contract of Sale is not assignable by the Purchaser and any other documents executed by Seller and Purchaser contain the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statement, or representations not contained herein. Time is of the essence in the performance of this Contract of Sale. This Contract of Sale shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located. This Contract of Sale is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary or otherwise. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith. Upon Closing, Purchaser reaffirms that Seller has made no representations and warranties, express or implied, direct or indirect or of any kind and nature whatsoever.

14. Purchaser Certifications:

- a. I offer to purchase the Property herein described at the price and terms shown herein, subject to all the applicable conditions of this Contract of Sale shown herein which I have read and which constitute part of my offer. I understand this Property is subject to prior sale, change of price or withdrawal from the market, and to approval and acceptance by the Department of Veterans Affairs or its agents or assigns.
- b. Neither I, nor anyone authorized to act for me, will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, otherwise make unavailable or deny the dwelling or property covered by this offer to purchase to any person because of race, color, religion, sex, familial status or national origin. I recognize that any restrictive covenant on this property relating to race, color, religion, sex, familial status, or national origin is illegal, and void and any such covenant is hereby specifically disclaimed. I understand that civil action for preventative relief may be brought by the Attorney General of the United States in any appropriate U.S. District Court against any person responsible for the violation of the applicable law.

15. Electronic Signature Consent:

The Parties agree that this agreement may be electronically signed. The Parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Digitally signed by

 PURCHASER SIGNATURE _____ DATE 9/1/2023


THE SECRETARY OF VETERANS AFFAIRS,
An Office of the United States of America By:

CO-PURCHASER SIGNATURE _____ DATE

SELLER _____ DATE
 By the Secretary's duly authorized property management contractor, Vendor Resource Management, pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)

CO-PURCHASER SIGNATURE _____ DATE

CO-PURCHASER SIGNATURE _____ DATE

PURCHASER'S INITIALS:  _____

SELLER'S INITIALS: _____

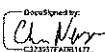
REO No. 162591

Property Address: 1278 N HAMPTON RD NEW CARLISLE, OH 45344

LISTING BROKER CERTIFICATION

1. I, the undersigned Listing Broker, have received from the prospective purchaser(s) the deposit shown herein which I am holding for the Department of Veterans Affairs. I certify and agree that:
 - a. If required by state statute, I will act as Trustee of these funds which will be placed in my Trust Escrow Account. If the purchase offer is not accepted by VA, the deposit shall be returned to the prospective purchaser(s), without interest.
 - b. The statements of the prospective purchaser(s) shown herein and in the attached credit statement, if required, are believed to be true and correct. I do not know of any loans, gifts, or financial assistance being made to the prospective purchaser(s). I will disclose to VA any such information coming to my attention if seller financing is involved.
 - c. The sales commission shall not be deemed earned unless and until the sale is actually closed, and that the sales commission shall be payable in the amount and time as established by the Seller. In addition, sales commissions may not be payable, if the Purchaser(s) or Co-purchaser(s) is/are a person having an identity of interest in one of the following categories: (i) Selling broker who has knowledge or has received a copy of either the foreclosure or marketing appraisal; (ii) Person who has control over marketing decisions has knowledge or has received a copy of the marketing analysis; (iii) Person who processes or evaluates offers; (iv) Spouses, parents, in-laws, children, stepchildren; brothers and sisters of, and persons who reside with any of the above; and, (v) The identity of interest's partners, employees and sales associates.
 - d. I am duly licensed to sell real estate by the appropriate governmental agency in the area where this property is located.
 - e. Neither the broker nor any of his/her sales, management, or rental personnel, employees, or others authorized to act for the broker will, in violation of Title VIII of the Civil Rights Act of 1968 as amended (The Fair Housing Act), or Executive Order 11063, decline to show or will discriminate in the sale or rental of any property now or here after listed with him/her. It is further agreed that the undersigned will: (i) Instruct the staff in the policies of nondiscrimination and applicable laws; (ii) Prominently display the Fair Housing Poster in all offices in which sale or rental activity takes place; (iii) Use the approved Equal Housing Opportunity logo, slogan, or statement in all advertising in conformance with Advertising guidelines for Fair Housing; (iv) When advertising VA-acquired properties located in predominantly white areas, utilize any available minority media (solely or in addition to other media); and (v) Maintain a nondiscriminatory hiring policy in affirmatively recruiting from both minority and majority groups for staff.
 - f. Non-compliance by the broker or any employee of his or her organization with the laws, executive orders, or regulations, against discrimination in the sale or rental of any property, or with this certification will be proper basis for barring the undersigned from participation in the program of selling, renting, or managing HUD or VA owned properties. I also understand that such determination of debarment by either HUD or VA shall be honored by both.
2. Listing Broker acknowledges that they have reviewed the contract package and verified that the terms contained herein match the terms of the offer screen in AMS.

LISTING BROKER:



DocuSigned by:

Ch. M...

09/27/2023 11:17

(SIGNATURE)

Date:

9/2/2023

PURCHASER'S INITIALS: _____



SELLER'S INITIALS: _____

REO NO: 162591

Property Address: 1278 N HAMPTON RD NEW CARLISLE, OH 45344

Attachment to Addendum to Purchase and Contract of Sale

6. IS THE PROPERTY BEING PURCHASED DIRECTLY OR INDIRECTLY BY OR FOR ANY OF THE FOLLOWING PERSONS OR ANY OF THEIR CLOSE RELATIVES?

A. ANY PERSON WHO AT ANY TIME OBTAINED OR ASSUMED THE PAYMENT OF ANY LOAN MADE OR HELD BY VA OR GUARANTEED OR INSURED BY VA UNDER CHAPTER 37, TITLE 38, U.S. CODE?

No.

B. ANY PERSON WHO HAS BEEN EMPLOYED BY THE SERVICE PROVIDER OR ANY OTHER ENTITY UNDER COMMON OWNERSHIP WITH THE SERVICE PROVIDER WITHIN THE LAST 6 MONTHS.

No.

C. ANY PERSON WHO AT ANY TIME WAS THE OWNER OF THE PROPERTY?

No.

D. ANY PERSON WHO PREVIOUSLY PURCHASED A PROPERTY FROM VA?

No.

E. AN OFFICER, EMPLOYEE, DIRECTOR OR SHAREHOLDER OF VRM OR ITS AFFILIATED COMPANIES?

No.

F. ANY PERSON DERIVING PRIMARY MEANS OF FINANCIAL SUPPORT FROM A VRM OR AFFILIATE EMPLOYEE OR CLOSE RELATIVE?

No.

G. ANY AGENTS, BROKERS, APPRAISERS, ATTORNEYS, TRUSTEES, EMPLOYEE OF REPRESENTATIVES AND VENDORS INCLUDING PROPERTY INSPECTION, PROPERTY PRESERVATION AND TITLE COMPANIES) OF VRM OR AFFILIATED COMPANIES?

No.

PURCHASER REPRESENTS AND WARRANTS THAT ALL OF THE FOREGOING INFORMATION IN 6A THROUGH 6G IS TRUE, ACCURATE AND COMPLETE.

PURCHASER'S INITIALS: JB

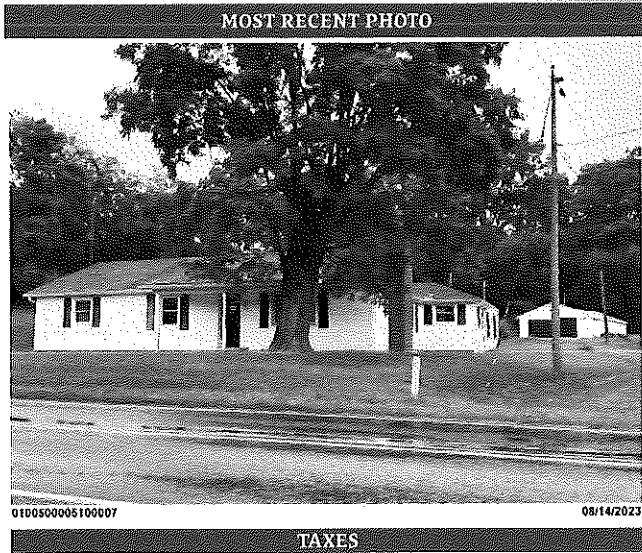
SELLER'S INITIALS: _____

0100500005100007

3/21/2024



Hillary Hamilton
 County Auditor
 Clark County, Ohio
 clarkcountyauditor.org



0100500005100007

08/14/2023

MOST RECENT PHOTO

LEGAL

OWNER BORTON JEREMY & SARAH
ADDRESS 1278 N HAMPTON RD NEW CARLISLE 45344
DESCRIPTION S MID PT N W QR
SCHOOL DIST TECUMSEH LSD **TAX DIST** 010
ACREAGE 2.6200

VALUATION

	APPRAISED	ASSESSED
LAND	\$45,280.00	\$15,850.00
IMPROVEMENTS	\$205,250.00	\$71,840.00
CAUV	\$0.00	\$0.00
TOTAL	\$250,530.00	\$87,690.00

TAXES

SPECIAL ASSESSMENTS

TAXABLE VALUE \$87,690.00
ROLLBACKS NONE
HALF (1ST / 2ND) \$2,264.60 / \$2,058.73
YEAR (TOTAL / BALANCE) \$4,323.33 / \$4,323.33

COUNT 0
DELINQUENT / BALANCE \$0.00 / \$0.00
TOTAL / BALANCE \$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
10/11/2023	BORTON JEREMY & SARAH	SECRETARY OF VETERANS AFFAIRS	0	\$0.00	NOT OPEN MARKET
2/9/2023	SECRETARY OF VETERANS AFFAIRS	FREEDOM MORTGAGE CORPORATION	0	\$0.00	NOT OPEN MARKET
2/1/2023	FREEDOM MORTGAGE CORPORATION	GRAVER KATHERINE M	0	\$0.00	NOT OPEN MARKET
3/9/2017	GRAVER KATHERINE M	TERRELL MONTY & KAREN	0	\$183,000.00	VALID SALE
4/26/2016	TERRELL MONTY & KAREN	MURPHY JEFFREY A	0	\$56,700.00	SHERIFF

LAND

IMPROVEMENTS

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE	DESCRIPTION	BUILT	DIMS	VALUE
ACREAGE Unknown	0	0	1.530	66,647	\$12,530.00	(RP2) - PREFABRICATED VINYL POOL	1995	39x18	\$3,820.00
ACREAGE Unknown	0	0	1.000	43,560	\$32,750.00	(AP2) - 4 SIDES CLOSED, WOOD POLE BLDG	1950	50x20	\$2,930.00
ACREAGE Unknown	0	0	0.090	3,920	\$0.00	(RS1) - FRAME UTILITY SHED	1950	30x10	\$910.00

RESIDENTIAL

Building (CARD: 1)	RANCH BUILT 1950	Baths (Full / Half)	1 / 1
Area	2,242 sqft	Rooms (Bedroom / Family)	3 / 1
Basement (Code / Finished / Total)	NONE / 0 sqft / 0 sqft	Stories	1.0
Heat Full Type	ELECTRIC	Cooling	CENTRAL HEAT
External Wall	ALUMINUM/VINYL	Fireplace Stacks	1



Welcome, Jeremy! Dashboard Account Management

1278 N HAMPTON RD (Orig. \$50,000.00)



Due: 04/01
\$353.90

Make a Payment

My Home

My Loan

Documents

Learn More

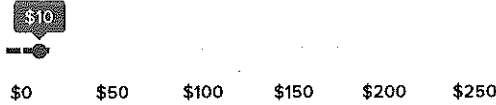
Education & Goals

MY HOME

OWN MY HOME SOONER

Add to your monthly payment

What could paying extra principal each month save you? [Learn More](#) about paying extra every month.



Enter an amount to compare your options.

Custom Amount

- \$8,507** Saved in Interest
- 2 yrs 9 mos** Fewer payments (33 payments)

Your loan would end in Feb 2051.

ⓘ Actual amounts may vary. Estimates are based on your current interest rate.

Let's do this!

Pay a lump sum

A lump sum payment can significantly increase your long-term savings. [Learn More](#) about paying a lump sum.

Enter an amount to compare your options.

Payment Amount

- \$17,346** Saved in Interest
- 4 yrs 8 mos** Fewer payments

Your loan would end in Mar 2049.

ⓘ Actual amounts may vary. Estimates are based on your current interest rate.

Let's do this!

Estimate

Explore

Select

Target

A

LOWER MY PAYMENT

Loan to value

Your new monthly payment

\$2,900

\$175,000
Original Property Value

\$49,834
Loan Balance

Select a date to compare your options.

Target Date:

Chat with Us

Select a percentage to compare your options.

LTV Target:

27 %

\$2,547/mo
Payment goes up

Add \$2,547 to your payment



[Payment](#) | [My Home](#) | [My Loan](#) | [Education & Goals](#) | [Terms of Use](#) | [Privacy Policy](#)

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**HOME
SERVICES**
TITLE

November 6, 2023

Jeremy Borton and Sarah Borton
1278 N. Hampton Road
New Carlisle, OH 45344

Re: Original Deed and Owners Title Insurance Policy
1278 N. Hampton Road New Carlisle, OH 45344

File No.: HST-41141

Dear Mr. and Mrs. Borton:

Congratulations on your purchase of the above referenced property. Enclosed you will find your original recorded Limited Warranty Deed along with your original Owners Title Insurance Policy. Please retain these items with the other pertinent documents from your real estate transaction. In the event you sell the insured property, your title insurance policy perpetually insures your interest.

If you should have any questions, please do not hesitate to contact our office at 937-435-2580.

Sincerely,

Home Services Title, LLC

Vanessa Dettwiller
Policy Department

enclosure

APPROVED
Clark County Tax Map

OCT 10 2023

RMA
 Legal Description
 Survey Plat / Lotsplit
 Subdivision / Annexation

Transferred
Sale Price 0
3503 *JM*
OCT 11 2023

AUDITOR



202300011538 10/11/2023 03:20 PM
Filed for Record in CLARK County, Ohio
Nancy Pence, Recorder Rec Fees: \$42.00
WARR OR Vol 2229 Pgs 964 - 966

LIMITED WARRANTY DEED

(Sections 5302.07 and 5302.08, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS:

This Indenture, made on the 21 day of September, 2023 by and between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, 810 Vermont Ave. N.W., Washington, DC 20420, hereinafter referred to as Grantor, and Jeremy Borton and Sarah Borton, husband and wife, whose tax mailing address is 1278 N. Hampton Rd., New Carlisle, OH 45344, hereinafter referred to as Grantee, Grantee's successors and assigns.

Grantor, for One Dollar (\$1.00) and other good and valuable consideration received, hereby grants with limited warranty covenants to Grantee, all of its interest in the property situated in the Township of Bethel, County of Clark, and State of Ohio, which property is described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

Permanent Parcel Number: 0100500005100007

Premises known as: 1278 N HAMPTON RD, NEW CARLISLE, OH 45344

Prior Instrument Reference: O.R. Vol. 2220 Pg. 4185 of Clark County, Ohio Records

This conveyance and Grantor's covenants are subject to conditions, covenants, restrictions, reservations, and easements of record; all legal highways; zoning and building ordinances; all existing leases and rights of tenants, if any; and real estate taxes and assessments, both general and special, not yet due and payable.

HOME SERVICES TITLE
HOLD



IN WITNESS WHEREOF, Grantor has hereunto set its hand on the 21 day of September, 2023

THE SECRETARY OF VETERANS AFFAIRS,
An officer of the United States of America
By the Secretary's duly authorized property
Management contractor, Vendor Resource Management,
pursuant to a delegation of authority found at 38 C.F.R. 36.4345(f)

[Signature]
Printed Name: Jeff Goodwin

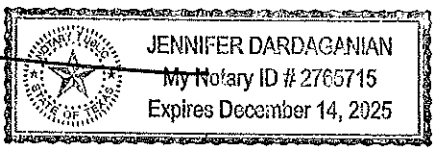
Title: AVP

STATE OF Texas)
Benton COUNTY)

On this date, before me personally appeared Jeff Goodwin, pursuant to a delegation of authority contained in 38 C.F.R. 36.4345(f), to me known to be the person who executed the foregoing instrument on behalf of the Secretary of Veterans Affairs, and acknowledged that he executed the same as the free act and deed of said Secretary.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of Texas aforesaid, this 21 day of September, 2023.

Jennifer Dardaganian
Notary Public
My term expires:



This deed was prepared by Bryan J. Dardis, Ohio Bar No. 79096, who certifies that it is in a form that is in accordance with applicable local, state and federal law.

This Instrument prepared by:
Bryan J. Dardis, Esq.
Meyers, Roman, Friedberg & Lewis
28601 Chagrin Boulevard, Suite 600
Cleveland, Ohio 44122

SCHEDULE A

Name and Address of Title Insurance Company:
Old Republic National Title Insurance Company
6480 Rockside Woods South, Independence, OH 44131-2309

File No.: HST-41141

Policy No.: OX15139006

Address Reference: 1278 N. Hampton Road, New Carlisle, OH 45344

Amount of Insurance: \$175,000.00

Premium: \$975.00

Date of Policy: October 11, 2023 at 03:20 PM

1. Name of Insured:

Jeremy Borton and Sarah Borton

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Jeremy Borton and Sarah Borton

4. The Land referred to in this policy is described as follows:

Situated in the Township of Bethel, County of Clark, and State of Ohio, being a part of the Northwest Quarter of Section 5, Township 3, Range 9 MRS and being described as follows:

Beginning at a railroad spike in the centerline of the Donnelsville-North Hampton Road, said spike being 465.50 feet from the intersection of the center line of said Donnelsville Road and the center line of Springfield-New Carlisle Pike and at the northwest corner of a 6.56 acre tract of Ralph Leffel et al.;

Thence, with Leffel's north line, North 85° 46' East 704.88 feet to an iron pipe at Leffel's northeast corner and on the west side of a private lane;

Thence North 06° 24' East 156.65 feet to an iron pipe;

Thence South 85° 46' West 754.15 feet to a railroad spike in the center of the Donnelsville-North Hampton Road;

Thence, with said centerline, South 11° 01' East 162.00 feet to the place of beginning.

Containing 2.62 acres, more or less.

Parcel ID No. 0100500005100007

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AMERICAN
LAND TITLE
ASSOCIATION



HST-41141

