

GENERAL BACKGROUND INFORMATION

(As available @ 7/2020 - subject to change without notice)

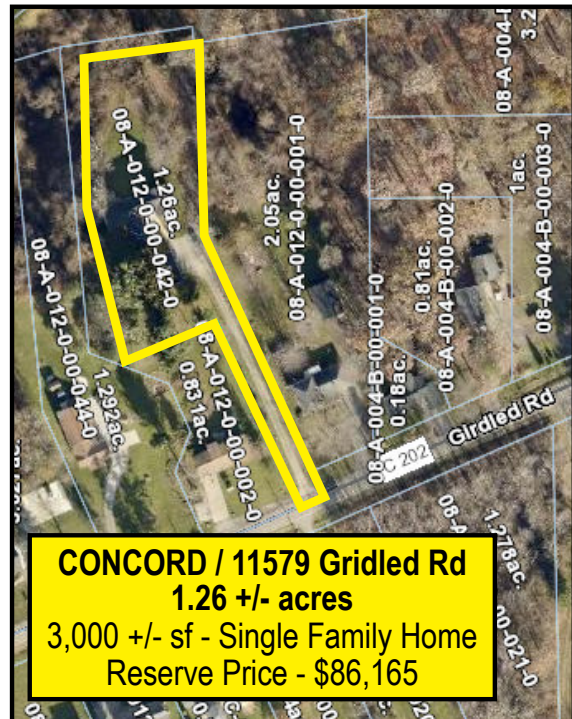
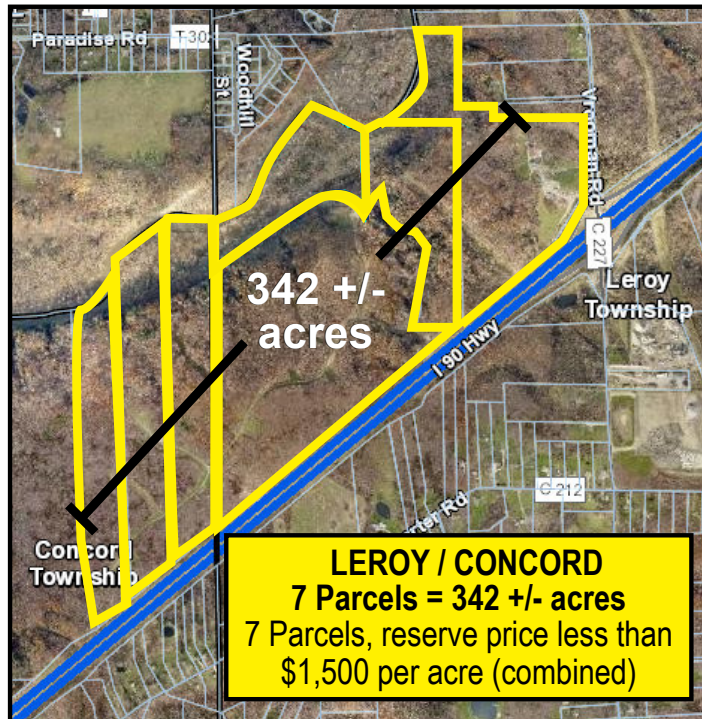
CHAPTER 7 BANKRUPTCY SALE

Offers due no later than 8/19/20

MULTI-PARCEL PROPERTY PORTFOLIO

Located within: Lake and Portage Counties, Ohio

30 Parcels for sale, including:



Presented Exclusively by:

Ag REAL ESTATE GROUP, INC.

Eric M. Silver, President & Broker

Laurie Martinez, Sales Agent / Property Manager

Ag Real Estate Group, Inc.

3659 South Green Road, Suite 216 / Beachwood, Ohio 44122 / 216.504.5000-T / 216.504.5001-F

www.agrealestategroup.com / info@agrealestategroup.com

Bankruptcy Sale - Multiple Parcels

GENERAL BACKGROUND INFORMATION

(Included as of 7/2020)

- **Agency Disclosure / Consumer Guide to Agency Relationships**
- **Registration**
- **Location Map**
- **Data Sheet**
- **Market Information**
- **County Parcel Maps, Record Cards**
- **Reserve Prices****
- **Approved Interactive Bid Procedures**
- **Order Authorizing Sale**
- **Residential Purchase Agreement**
- **General Purchase Agreement**
- **Draft Title Commitments - See separate Document**

*** Reserve Prices have been developed to cover transaction costs, outstanding real estate taxes, real estate tax certificates sold, and other similar anticipated costs. Efforts have been made to make the best calculations with the information available at the time the Trustee filed its motion with the Court. Seller reserves the right to amend reserve prices to reflect additional expenses that were not included within the original calculation of the Reserve Prices.*

Ohio Association of REALTORS®
Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address: _____

Owner's Name(s): _____

Kari B. Coniglio, Chapter 7 Trustee in Case # 17-17361 (AIH), Richard M. Osborne, Debtor

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.



Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- ☒ (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
☐ (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
☐ (3) A transfer by an executor, a guardian, a conservator, or a trustee;
☐ (4) A transfer of new construction that has never been lived in;
☐ (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
☐ (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
☐ (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duties or other material facts.

Owner: XX

Date: 6/12/2020 | 9:12 AM PDT

Owner: Kari Coniglio

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____

Buyer(s): _____

Seller(s): Kari B. Coniglio, Trustee in the Ch 7 Bankruptcy of Richard M. Osborne, Cae No. 17-17361

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Eric M. Silver and Laurie Martinez and real estate brokerage Ag Real Estate Group, Inc. will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.
- ☒ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. I (we) acknowledge reading the information regarding dual agency explained here is a dual agency in this transaction, I of this form. 6/12/2020 | 9:12 AM P

DocuSigned by:

Kari Coniglio

F5AE701896444CB...

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Kari Coniglio

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Ag Real Estate Group, Inc.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



We are pleased you have selected Ag Real Estate Group, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate Ag Real Estate Group, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you:

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

Working With Ag Real Estate Group, Inc.

Ag Real Estate Group, Inc. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Ag Real Estate Group, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Ag Real Estate Group, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and Ag Real Estate Group, Inc. will act as a dual agent but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer you may also choose to represent yourself on properties Ag Real Estate Group, Inc. has listed. In that instance Ag Real Estate Group, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.


Working With Other Brokerages

When Ag Real Estate Group, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ag Real Estate Group, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Ag Real Estate Group, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Ag Real Estate Group, Inc. will be representing your interests. When acting as a buyer's agent, Ag Real Estate Group, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, 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 as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with us if you do not choose to do so.

Name _____ (Please Print)		Name _____ (Please Print)	
		 <small>DocuSigned by: F5AE701896444CB...</small>	
		Kari Coniglio 6/12/2020 9:12 AM PDT	
Signature _____ Date _____		Signature _____ Date _____	

SIGN HERE

Bankruptcy Sale - Multiple Parcels

REGISTRATION

Multi Parcel Property Portfolio
Chapter 7 Bankruptcy, Richard M. Osborne, Case # 17-17361
United States Bankruptcy Court, Northern District of Ohio

Eric M. Silver is a Real Estate Broker licensed in the State of Ohio, Laurie Martinez is a Real Estate Agent with Ag Real Estate Group, Inc.

We welcome co-brokerage participation in support of our effort to market and sell this property. Upon completion and closing of a transaction with a buyer who has been duly registered by a Buyer's agent, Seller shall pay a co-brokerage fee per attached schedule (via escrow) to a buyer's broker. **To be registered and recognized as a buyer's broker, you must complete this registration form and have received an executed copy in return prior to your client having contact with the Ag Real Estate Group, Inc. Brokers contacting the Ag Real Estate Group, Inc. after their client makes an initial contact directly to the Ag Real Estate Group, Inc. will not be recognized or compensated by the Seller. Registration will remain valid for a period of 90 days after the later date below, after which time the registration becomes null and void.**

CIRCLE ONE CHOICE: / *am* / *am not* represented by a broker or agent.

Buyer (print and sign) Phone # and Email Date

Buyer's Agent - Name and Phone # and Email Date

Ag Real Estate Group, Inc. Date
By: Eric M. Silver, President and Broker

Bankruptcy Sale - Multiple Parcels

The sole purpose of **The General Background Information** included herein is to provide **general and not specific** information regarding the real property described.

The information contained herein shall not constitute an offer to sell nor a request or solicitation of an offer to buy. No person or entity shall have any rights whatsoever to rely on this information or any other information received unless there is a mutually executed document specifically and intentionally creating such right of reliance.

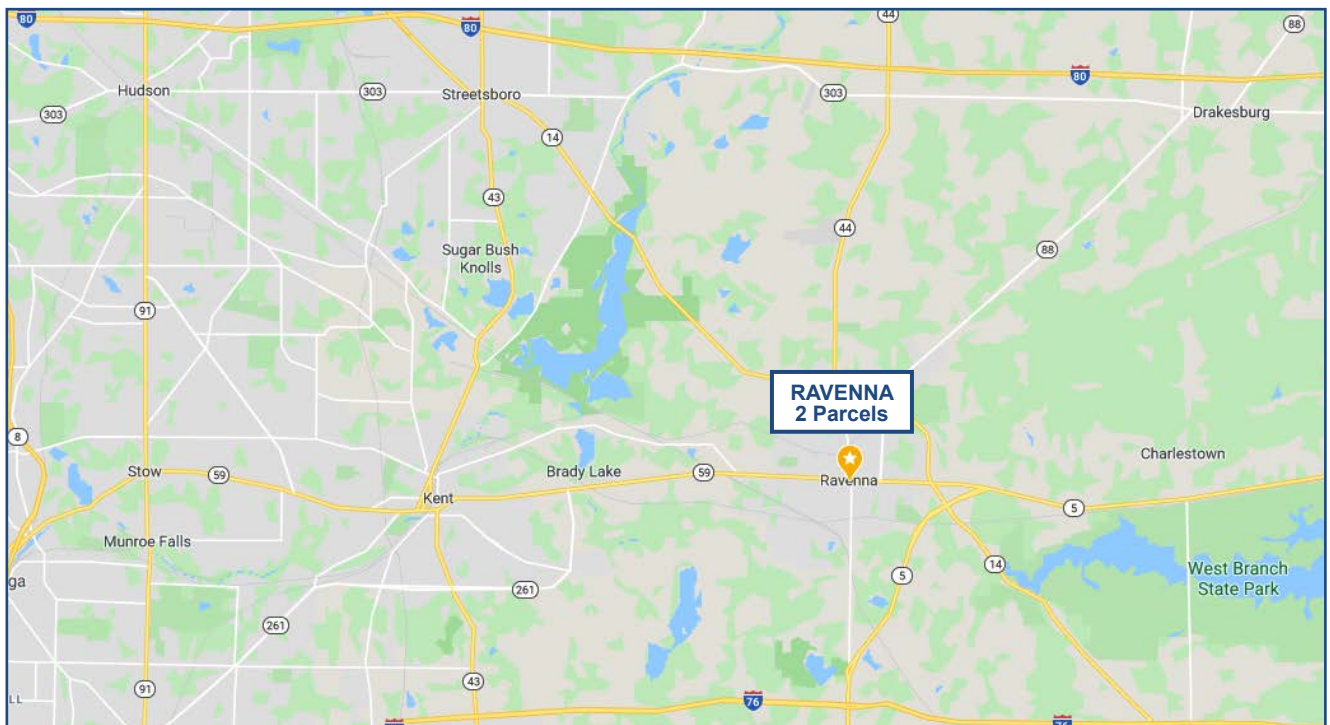
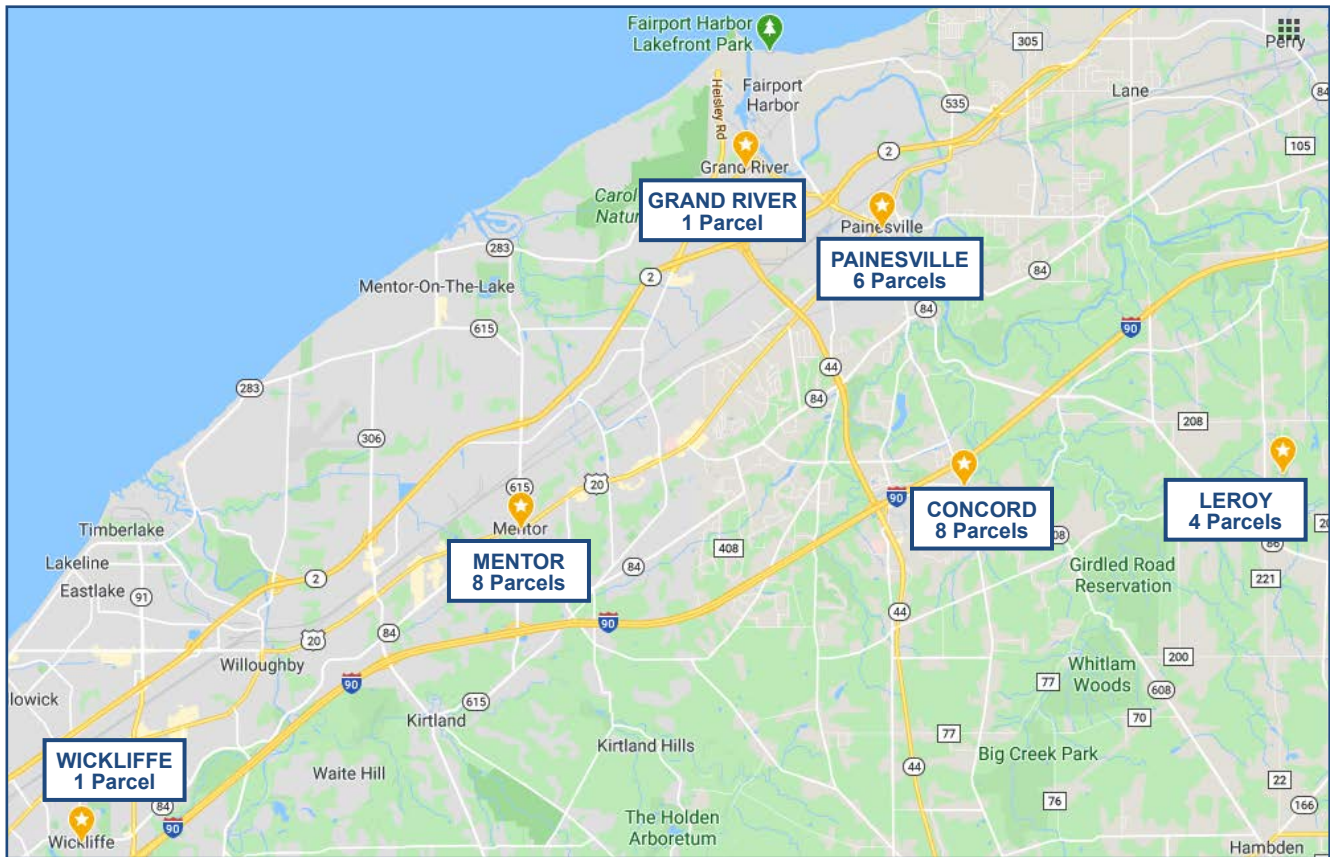
The information included herein has been secured from sources that are usually reliable, however the accuracy of the information has not been verified by any of the following: The Trustee, the Broker, its agents, employees or consultants. All parties are encouraged and directed to initiate and complete (at their own expense) any and all due diligence studies that may be required in order to evaluate the size, dimensions, details, quality, condition, suitability, and potential value of the property.

THE TRUSTEE, BROKER, MANAGER (and any parties related in any way to them) MAKE NO WARRANTY (expressed or implied) WHATSOEVER REGARDING THE PROPERTY, THE STATUS OF ANY LITIGATION RELATED TO THE PROPERTY OR THE OWNER, OR ANY ACTION(S) OR FAILURE OF OTHERS TO TAKE ANY ACTION(S).

TOURS OR INSPECTIONS OF THE PROPERTY IF AVAILABLE, ARE BY PRIOR ARRANGEMENT WITH THE BROKER. NO PARTY HAS AUTHORIZATION TO ENTER UPON THE PROPERTY WITHOUT SPECIFIC WRITTEN PERMISSION OF THE RECEIVER. ANY AND ALL CONTEMPLATED TRANSACTIONS WILL BE COMPLETED ONLY BY APPROVAL OF THE COURT.

Bankruptcy Sale - Multiple Parcels

Location Map Showing 30 Parcels



Bankruptcy Sale - Multiple Parcels

Data Sheet

ADDRESS / STREET	CITY / TOWNSHIP	PARCEL
Carter Road Rear	Leroy	07A-035-0-00-003-0
Carter Road Rear	Concord	08A-009-0-00-005-0
Carter Road Rear	Concord	08A-009-0-00-004-0
Carter Road Rear	Concord	08A-009-0-00-003-0
Carter Road Rear	Leroy	07A-027-0-00-009-0
5848 Vrooman Road	Leroy	07A-034-0-00-016-0
Vrooman Road Rear	Leroy	07A-035-0-00-005-0
154 Fairport-Nursery Road	Painesville	11B-038-A-00-010-0
1192 West Jackson St. Rear	Painesville	15C-036-H-00-018-0
Richmond Road	Painesville	11B-065-B-00-001-0
Richmond Road	Painesville	11B-065-B-00-002-0
Richmond Road	Painesville	11B-065-B-00-003-0
Spring Lakes Blvd	Painesville	S11B-034-0-00-057-0
Charmar Drive	Mentor	16D-102-A-00-028-0
Charmar Drive	Mentor	16D-102-A-00-027-0
Plaza Blvd	Mentor	16B-031-B-00-031-0
Mentor Ave	Mentor	16B-031-B-00-028-0
Mentor Ave	Mentor	16B-031-B-00-027-0
6930 Old Heisley and VL Heisley Rd	Mentor	Two Parcels: 16B-054-A-00-01-0 & "02-0"
7317 Reynolds Road	Mentor	16C-070-0-00-018-0
1473 Concord Hambden Road	Concord	08A-014-0-00-039-0
Concord Hambden Road	Concord	08A-014-0-00-012-0
11714 Girdled Road	Concord	08A-004-A-00-024-0
11579 Girdled Road	Concord	08A-012-0-00-042-0
Ravenna Road	Concord	08A-013-0-00-054-0
Williams Street	Grand River	13A-002-0-00-020-0
Wood Street	Wickliffe	29B-007-E-00-001-0
Lovers Lane	Ravenna	31-210-00-00-014-000
6912 State Route 44	Ravenna	31-210-00-00-012-000

**All information is subject to errors and omissions / to be verified by prospective purchaser.*

**Subject to modification or withdrawal.*

Bankruptcy Sale - Multiple Parcels

Market Information Lake County

Established on March 6, 1840, Lake County encompasses only 228.2 square miles of land, geographically the smallest county in Ohio, but ranks 11th in population with 229,582 residents according to 2012 Census estimates.



Our northern border consists of approximately 30 miles of Lake Erie shoreline, much of it accessible by the extensive park system, most significantly the largest natural sand beach in the state, which extends for a mile at the centrally located Mentor Headlands Beach State Park.

This coastal asset puts Lake County in an enviable position for wind energy and water-related activities, and its strategic access to both SR2 and I-90, as well as proximity to Hopkins International Airport in Cleveland, has drawn many entrepreneurs from the medical, electrical, adhesive products and other commercial and industrial fields to the area.

An available trained and competent workforce that is second to none in the region has been critical to that success, and Lakeland Community College, Lake Erie College, and Auburn Career Center offer opportunities for higher education and enrichment and a range of vocational programs that support and replenish that worker supply.

Recreational activities abound, including the beautiful Classic Park where fans can cheer the Cleveland Indians Class A Affiliate team, the Lake County Captains in an intimate setting, perfect for the family.

In addition, Lake County is host to three State Nature Preserves, the Arthur C. Holden Arboretum, and a park district, Lake Metroparks, comprised of 36 parks and 8,196 acres.

Lake County's reputation in agricultural circles is legendary. Blessed with some of the most fertile soil anywhere, the region earned the distinction as the Nursery Capital of the World, and our award-winning wine industry has ripened as an emerging tourism destination.

Our commercial, agricultural and industrial bases open many opportunities for a better quality of life and for economic growth.

Lake County boasts rich cultural heritage and traditions, bountiful natural resources, including two major rivers flowing through the County which provide us with harbors and marinas for shipping and superb recreational opportunities, strong labor and economic capital, committed leadership, and a diverse community of residents who embrace the region as their home with pride as have generations before them.

Bankruptcy Sale - Multiple Parcels

Ohio County Profiles

Prepared by the Office of Policy, Research and Strategic Planning



Lake County

Established: Act - March 6, 1840
2012 Population: 229,582
Land Area: 228.2 square miles
County Seat: Painesville City
Named for: Lake Erie



Taxes

Taxable value of real property	\$6,033,182,860
Residential	\$4,527,478,740
Agriculture	\$63,251,030
Industrial	\$365,996,900
Commercial	\$1,074,844,570
Mineral	\$1,611,620
Ohio income tax liability	\$170,921,036
Average per return	\$1,512.35

Land Use/Land Cover

Percent

Urban (Residential/Commercial/Industrial/Transportation and Urban Grasses)	32.16%
Cropland	13.71%
Pasture	0.45%
Forest	48.57%
Open Water	1.77%
Wetlands (Wooded/Herbaceous)	3.31%
Bare/Mines	0.02%

Largest Places

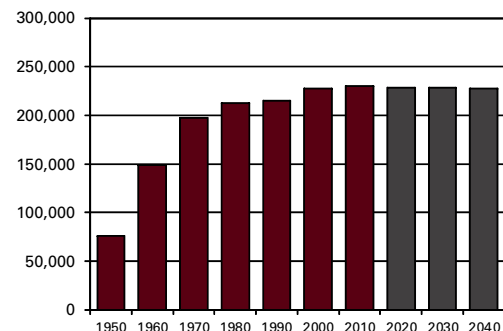
Est. 2011 Census 2010

Mentor city	47,126	47,159
Willoughby city	22,252	22,268
Painesville city	19,549	19,563
Eastlake city	18,565	18,577
Concord twp	18,188	18,201
Painesville twp UB	16,879	16,891
Madison twp UB	15,689	15,699
Willowick city	14,161	14,171
Wickliffe city	12,742	12,750
Willoughby Hills city	9,478	9,485

UB: Unincorporated balance.

Total Population

Census		Estimated	
1800		2012	229,582
1810			
1820			
1830			
1840	13,719	1950	75,979
1850	14,654	1960	148,700
1860	15,576	1970	197,200
1870	15,935	1980	212,801
1880	16,326	1990	215,499
1890	18,235	2000	227,511
1900	21,680	2010	230,041
		Projected	
		2020	228,600
		2030	228,380
		2040	228,060



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Bankruptcy Sale - Multiple Parcels

Ohio County Profiles

Lake County

Population by Race	Number	Percent
ACS Total Population	229,745	100.0%
White	214,712	93.5%
African-American	7,271	3.2%
Native American	280	0.1%
Asian	2,965	1.3%
Pacific Islander	2	0.0%
Other	1,570	0.7%
Two or More Races	2,945	1.3%
Hispanic (may be of any race)	7,534	3.3%
Total Minority	20,409	8.9%

Educational Attainment	Number	Percent
Persons 25 years and over	161,183	100.0%
No high school diploma	14,586	9.0%
High school graduate	55,605	34.5%
Some college, no degree	38,000	23.6%
Associate degree	13,001	8.1%
Bachelor's degree	27,322	17.0%
Master's degree or higher	12,669	7.9%

Family Type by Employment Status	Number	Percent
Total Families	62,168	100.0%
Married couple, husband and wife in labor force	27,471	44.2%
Married couple, husband in labor force, wife not	8,965	14.4%
Married couple, wife in labor force, husband not	3,357	5.4%
Married couple, husband and wife not in labor force	8,399	13.5%
Male householder, in labor force	3,030	4.9%
Male householder, not in labor force	527	0.8%
Female householder, in labor force	7,830	12.6%
Female householder, not in labor force	2,589	4.2%

Household Income	Number	Percent
Total Households	94,211	100.0%
Less than \$10,000	4,084	4.3%
\$10,000 to \$19,999	8,308	8.8%
\$20,000 to \$29,999	10,157	10.8%
\$30,000 to \$39,999	9,923	10.5%
\$40,000 to \$49,999	9,740	10.3%
\$50,000 to \$59,999	9,414	10.0%
\$60,000 to \$74,999	10,996	11.7%
\$75,000 to \$99,999	13,840	14.7%
\$100,000 to \$149,999	11,994	12.7%
\$150,000 to \$199,999	3,546	3.8%
\$200,000 or more	2,209	2.3%
Median household income	\$54,896	

Percentages may not sum to 100% due to rounding.

Population by Age	Number	Percent
ACS Total Population	229,745	100.0%
Under 5 years	12,574	5.5%
5 to 17 years	38,728	16.9%
18 to 24 years	17,260	7.5%
25 to 44 years	56,465	24.6%
45 to 64 years	68,344	29.7%
65 years and more	36,374	15.8%
Median Age	42.2	

Family Type by Presence of Own Children Under 18	Number	Percent
Total Families	62,015	100.0%
Married-couple families with own children	18,880	30.4%
Male householder, no wife present, with own children	1,787	2.9%
Female householder, no husband present, with own children	5,606	9.0%
Families with no own children	35,742	57.6%

Poverty Status of Families By Family Type by Presence of Related Children	Number	Percent
Total Families	62,015	100.0%
Family income above poverty level	58,263	93.9%
Family income below poverty level	3,752	6.1%
Married couple, with related children	769	20.5%
Male householder, no wife present, with related children	266	7.1%
Female householder, no husband present, with related children	2,060	54.9%
Families with no related children	657	17.5%

Ratio of Income To Poverty Level	Number	Percent
Population for whom poverty status is determined	226,805	100.0%
Below 50% of poverty level	8,886	3.9%
50% to 99% of poverty level	10,331	4.6%
100% to 149% of poverty level	13,462	5.9%
150% to 199% of poverty level	19,132	8.4%
200% of poverty level or more	174,994	77.2%

Geographical Mobility	Number	Percent
Population aged 1 year and older	227,651	100.0%
Same house as previous year	203,119	89.2%
Different house, same county	16,141	7.1%
Different county, same state	5,733	2.5%
Different state	1,913	0.8%
Abroad	745	0.3%

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Bankruptcy Sale - Multiple Parcels

Lake County Parcels

Bankruptcy Sale - Multiple Parcels

SECTION 1: LEROY/CONCORD

7 Individual Parcels, combined acreage = 342 +/- acres



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

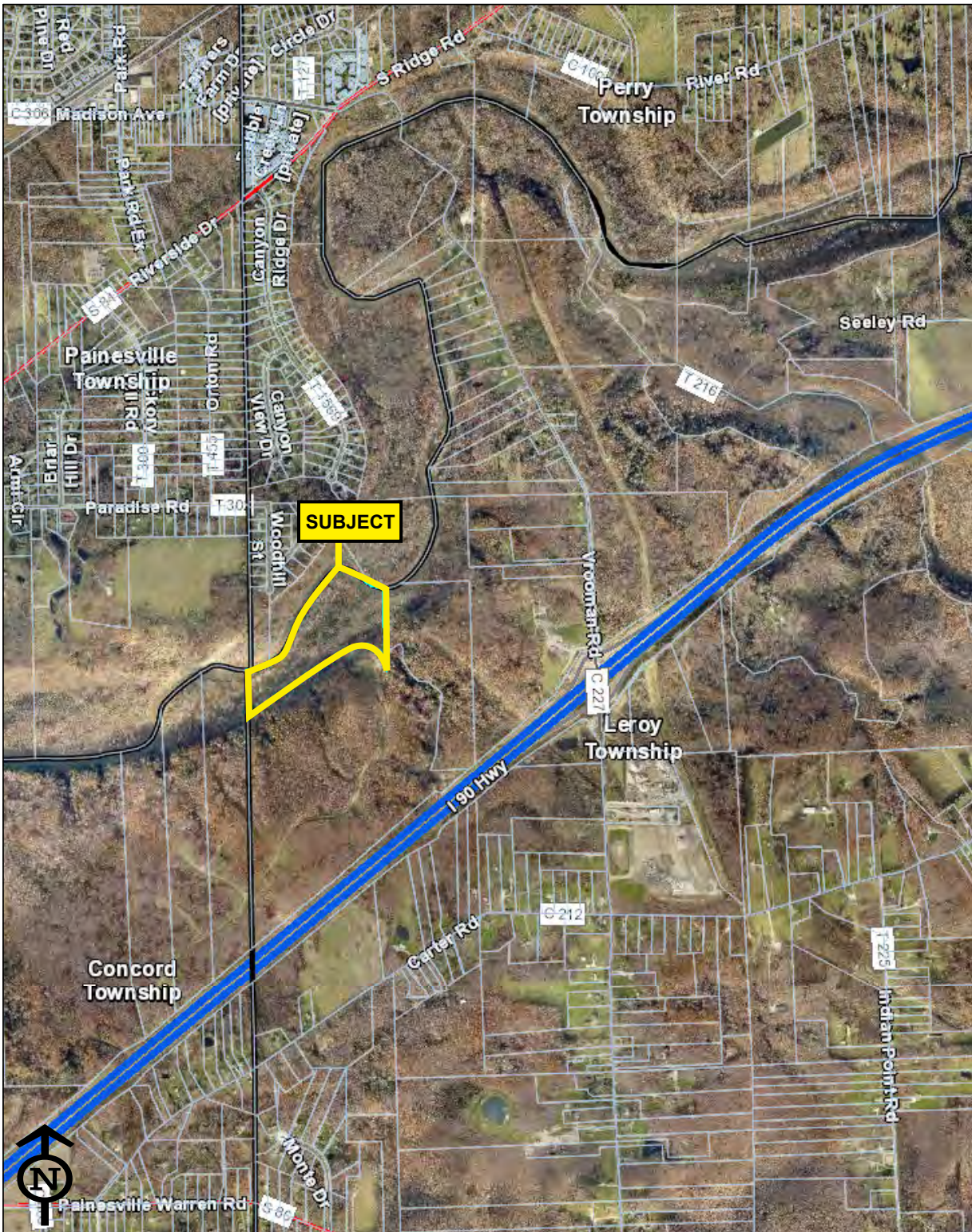
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Bankruptcy Sale - Multiple Parcels

Parcel: 07A0350000030, Carter Rd, Minimum Reserve Price \$16,945



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card
Parcel: 07A0350000030 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	CARTER REAR LEROY
Land Use	(504) R - RESIDENTIAL, 30-39.99 AC
Class	RESIDENTIAL
Legal Description	L[80

LAND				
Code	Frontage	Depth	Acreage	SqFt
8	0	0	10	N/A
5	0	0	4.667	N/A
2	0	0	11	N/A
PERMITS				

VALUATION		
	Appraised	Assessed
Land Value	\$91,150.00	\$31,900.00
Building Value	\$0.00	\$0.00
Total Value	\$91,150.00	\$31,900.00
CAUV Value		\$0.00
Taxable Value		\$31,900.00

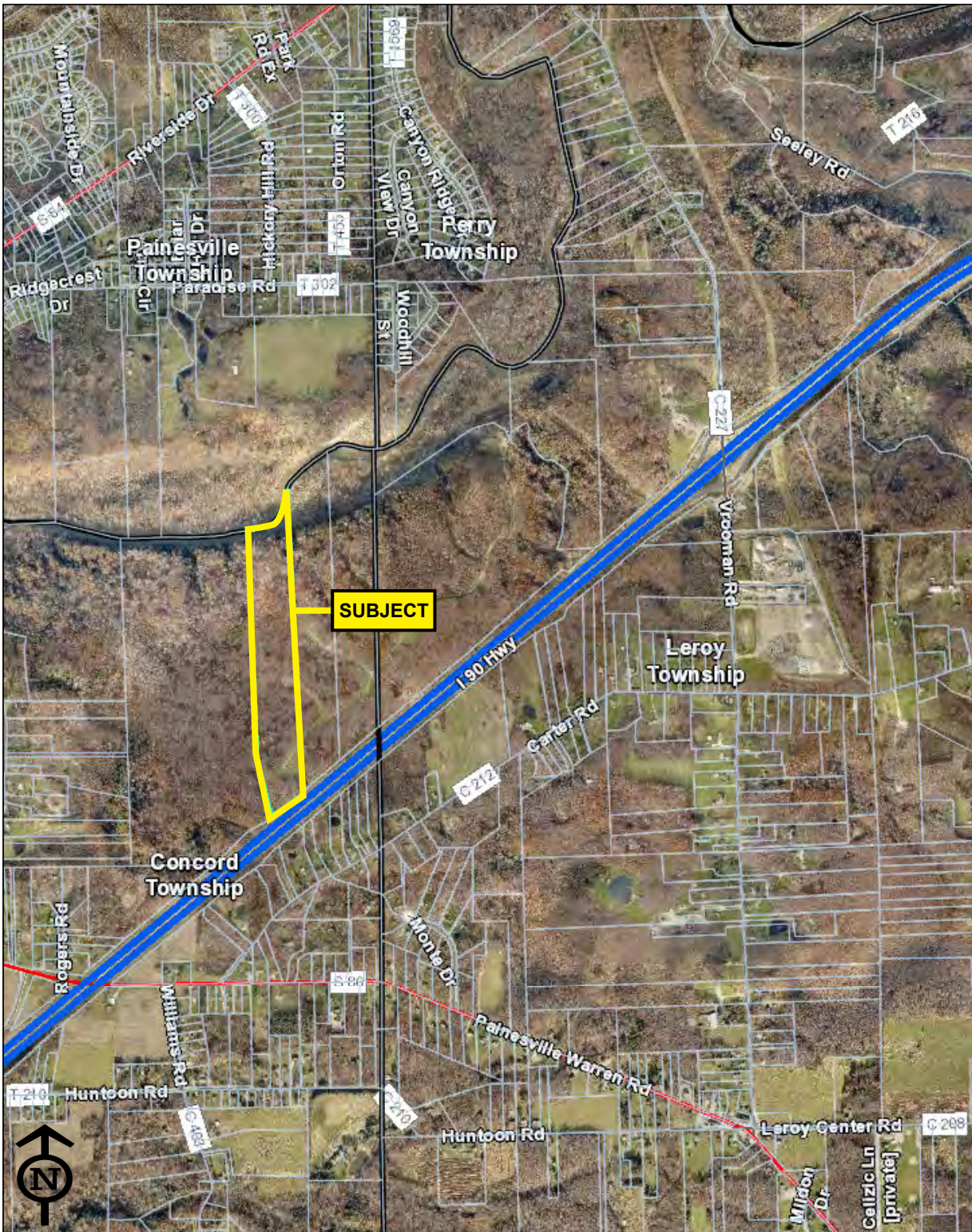
SALES				
Date	Buyer	Seller	Price	Validity
4/24/2009	OSBORNE RICHARD M TR	BRAINARD RUTH ELLEN	\$790,000.00	1

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Parcel: 08A0090000050, Carter Rd, Minimum Reserve Price \$68,052



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 08A0090000050 Card: 0

Owner	OSBORNE RICHARD M TR
Address	CARTER CONCORD
Land Use	(100) A - AGRICULTURAL VACANT LAND
Class	AGRICULTURAL
Legal Description	T[1 L[13 18

LAND

Code	Frontage	Depth	Acreage	SqFt
4	0	0	40.07	N/A

VALUATION

	Appraised	Assessed
Land Value	\$137,840.00	\$48,240.00
Building Value	\$0.00	\$0.00
Total Value	\$137,840.00	\$48,240.00
CAUV Value		\$0.00
Taxable Value		\$48,240.00

PERMITS

Number	Date	Purpose	Amount
--------	------	---------	--------

SALES

Date	Buyer	Seller	Price	Validity
4/3/2003	OSBORNE RICHARD M TR	LAWRENCE PATRICK E	\$240,399.008	
2/25/2002	LAWRENCE PATRICK E		\$0.00	8
5/14/1982			\$1,150.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 08A0090000040, Carter Rd, Minimum Reserve Price \$61,400



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 08A0090000040 Card: 0

Owner	OSBORNE RICHARD M TR
Address	CARTER CONCORD
Land Use	(100) A - AGRICULTURAL VACANT LAND
Class	AGRICULTURAL
Legal Description	T[1 L[13 18

LAND

Date	Buyer	Seller	Price	Validity
11/21/200	OSBORNE RICHARD M TR	ZALAR VELMA	\$60,000.00	8
2/12/2003	ZALAR VELMA	VRBANCIC WALTER W 1/4 INT	\$178,919.00	8
1/22/1992			\$0.00	8

VALUATION

Date	Buyer	Seller	Price	Validity
11/21/200	OSBORNE RICHARD M TR	ZALAR VELMA	\$60,000.00	8
2/12/2003	ZALAR VELMA	VRBANCIC WALTER W 1/4 INT	\$178,919.00	8
1/22/1992			\$0.00	8

PERMITS

SALES

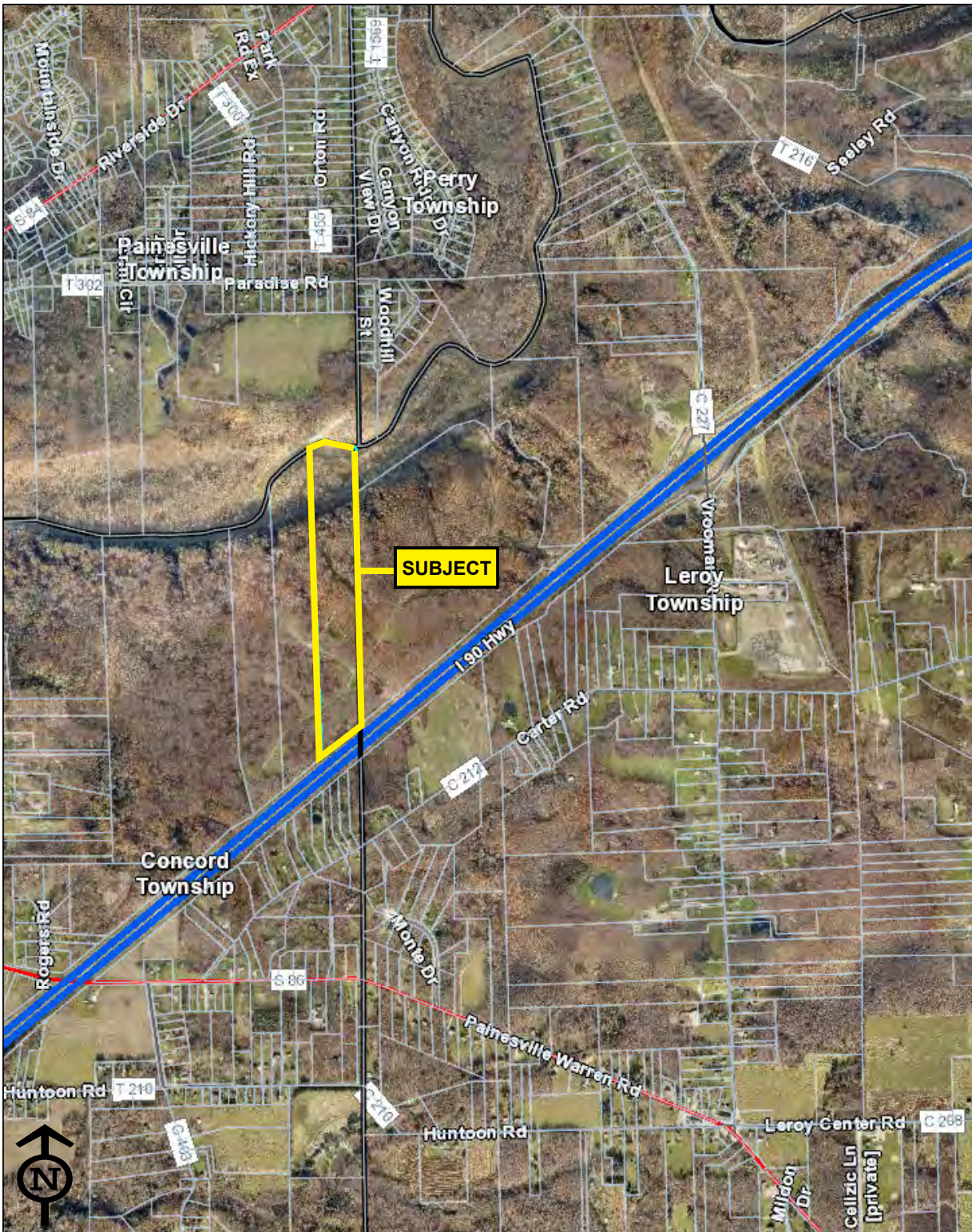
Date	Buyer	Seller	Price	Validity
11/21/200	OSBORNE RICHARD M TR	ZALAR VELMA	\$60,000.00	8
2/12/2003	ZALAR VELMA	VRBANCIC WALTER W 1/4 INT	\$178,919.00	8
1/22/1992			\$0.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 08A0090000030, Carter Rd, Minimum Reserve Price \$60,766



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 08A0090000030 Card: 0

Owner	OSBORNE RICHARD M TR
Address	CARTER CONCORD
Land Use	(100) A - AGRICULTURAL VACANT LAND
Class	AGRICULTURAL
Legal Description	T[1 L[13 18

LAND				
Code	Frontage	Depth	Acreage	SqFt
4	0	0	34.6	N/A

VALUATION		
	Appraised	Assessed
Land Value	\$119,020.00	\$41,660.00
Building Value	\$0.00	\$0.00
Total Value	\$119,020.00	\$41,660.00
CAUV Value	\$0.00	
Taxable Value	\$41,660.00	

PERMITS

SALES				
Date	Buyer	Seller	Price	Validity
10/21/200	OSBORNE RICHARD M TR	BEATY BRUCE O	\$1,137,876. 1	
6/5/1991			\$149,425.000	

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Parcel: 07A0270000090, Carter Rd, Minimum Reserve Price \$195,000



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 1,505 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 07A0270000090 Card: 0

Owner	OSBORNE RICHARD M TR
Address	0 CARTER RD LEROY
Land Use	(505) R - RESIDENTIAL, 40+ ACRES
Class	RESIDENTIAL
Legal Description	L[64

LAND

Code	Frontage	Depth	Acreage	SqFt
1	0	0	1	N/A
2	0	0	64.5	N/A
8	0	0	44.84	N/A

VALUATION

	Appraised	Assessed
Land Value	\$527,940.00	\$184,780.00
Building Value	\$0.00	\$0.00
Total Value	\$527,940.00	\$184,780.00
CAUV Value		\$0.00
Taxable Value		\$184,780.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
10/21/200	OSBORNE RICHARD M TR	BEATY BRUCE O	\$1,137,876. 1	
6/5/1991			\$149,425.000	

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Parcel: 07A0340000160, 5848 Vrooman Rd, Minimum Reserve Price \$91,903



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 752 feet

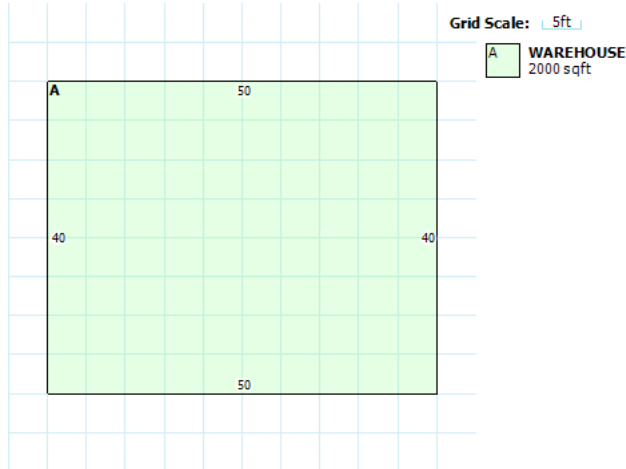
Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 07A0340000160 Card: 1

Owner	OSBORNE RICHARD M TR
Address	5848 VROOMAN RD LEROY
Land Use	(350) I - INDUSTRIAL WAREHOUSES LIGHT
Class	INDUSTRIAL
Legal Description	L[78 2002-120, COMBO 2007-128 89-367 & 368

SKETCH



COMMERCIAL

Improvement Name	COLD STORAGE
Description	COLD STORAGE
Year Built	2007
Business Living Area	0
Number of Units	1
Identical Units	1
Building Number	1
Card	1

COMMERCIAL FEATURES

LAND

Code	Frontage	Depth	Acreage	SqFt
6	0	0	5	N/A
8	0	0	31	N/A
4	0	0	23.73	N/A
R	0	0	0.25	N/A

VALUATION

	Appraised	Assessed
Land Value	\$590,960.00	\$206,840.00
Building Value	\$126,580.00	\$44,300.00
Total Value	\$717,540.00	\$251,140.00
CAUV Value		\$0.00
Taxable Value		\$251,140.00

PERMITS

Number	Date	Purpose	Amount
20072723	26-SEP-07	NEW BLDG	

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	AB2 - FLAT	2016	50x100	\$82,800.00
1	WA6	2007	4x200	\$3,350.00

SALES

Date	Buyer	Seller	Price	Validity
10/21/200	OSBORNE RICHARD M TR	BEATY BRUCE O	\$1,137,876.1	
8/3/1992			\$125,000.008	
10/20/198			\$105,000.008	

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Parcel: 07A0350000050, Vrooman Rd, Minimum Reserve Price \$11,433



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 752 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card
Parcel: 07A0350000050 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	VROOMAN LEROY
Land Use	(505) R - RESIDENTIAL, 40+ ACRES
Class	RESIDENTIAL
Legal Description	PART OF LOT 79 89-34

LAND

Date	Frontage	Depth	Acreage	SqFt
8	0	0	36.576	N/A

VALUATION

	Appraised	Assessed
Land Value	\$85,950.00	\$30,080.00
Building Value	\$0.00	\$0.00
Total Value	\$85,950.00	\$30,080.00
CAUV Value		\$0.00
Taxable Value		\$30,080.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
4/24/2009	OSBORNE RICHARD M TR	BRAINARD RUTH ELLEN	\$790,000.001	

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Bankruptcy Sale - Multiple Parcels

SECTION 2: PAINESVILLE / Parcel: 11B038A000100 154 Fairport Nursery Rd, Minimum Reserve Price \$12,470



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 376 feet

Creation Date: June 24, 2020

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Lake County, Ohio - Property Record Card

Parcel: 11B038A000100 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	154 FAIRPORT NURSERY PAINESVILLE
Land Use	(500) R - RESIDENTIAL VACANT PLATTED LOT,SUBD.
Class	RESIDENTIAL
Legal Description	T[2 L[6 128

LAND

Code	Frontage	Depth	Acreage	SqFt
1	0	0	1	N/A
R	0	0	0.08	N/A
8	0	0	1.99	N/A

VALUATION

	Appraised	Assessed
Land Value	\$19,230.00	\$6,730.00
Building Value	\$0.00	\$0.00
Total Value	\$19,230.00	\$6,730.00
CAUV Value		\$0.00
Taxable Value		\$6,730.00

PERMITS

Number	Date	Purpose	Amount
20100671	14-MAY-10	DEMOLITION	
20090523	23-APR-09	DEMOLITION	

SALES

Date	Buyer	Seller	Price	Validity
3/13/2009	OSBORNE RICHARD TR	WHELAN MARTIN	\$0.00	D
3/4/2009	WHELAN MARTIN	WALTZ ROBERT W	\$50,000.00	3
7/28/1994			\$0.00	8

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Bankruptcy Sale - Multiple Parcels

SECTION 3: PAINESVILLE / Parcel: 15C036H000180 1192 W Jackson, Minimum Reserve Price \$19,282



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Ag Real Estate Group, Inc.

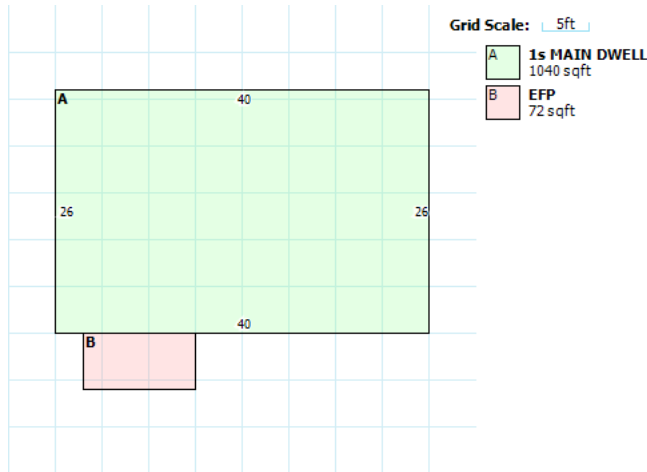
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Lake County, Ohio - Property Record Card

Parcel: 15C036H000180 Card: 1

Owner	OSBORNE RICHARD M TR
Address	1192 W JACKSON PAINESVILLE
Land Use	(510) R - SINGLE FAMILY DWELLING, PLATTED LOT
Class	RESIDENTIAL
Legal Description	T[4 L[58 A[6-12 WESTMORELAND

SKETCH



RESIDENTIAL

Building Style	RANCH	FullBaths	1
Sq.Ft.	1040	Half Baths	0
Year Built	1950	Basement	FULL
Stories	1	Basement Area	0
Exterior Wall	BLOCK	Rec Room Area	0
Rooms	6	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	NORMAL
Family Rooms	0	Attic	UNFINISHED
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt
1	85	100	N/A	N/A

VALUATION

	Appraised	Assessed
Land Value	\$19,320.00	\$6,760.00
Building Value	\$53,290.00	\$18,650.00
Total Value	\$72,610.00	\$25,410.00
CAUV Value	\$0.00	
Taxable Value	\$25,410.00	

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	RS1 - FRAME	1950	14x12	\$0.00

SALES

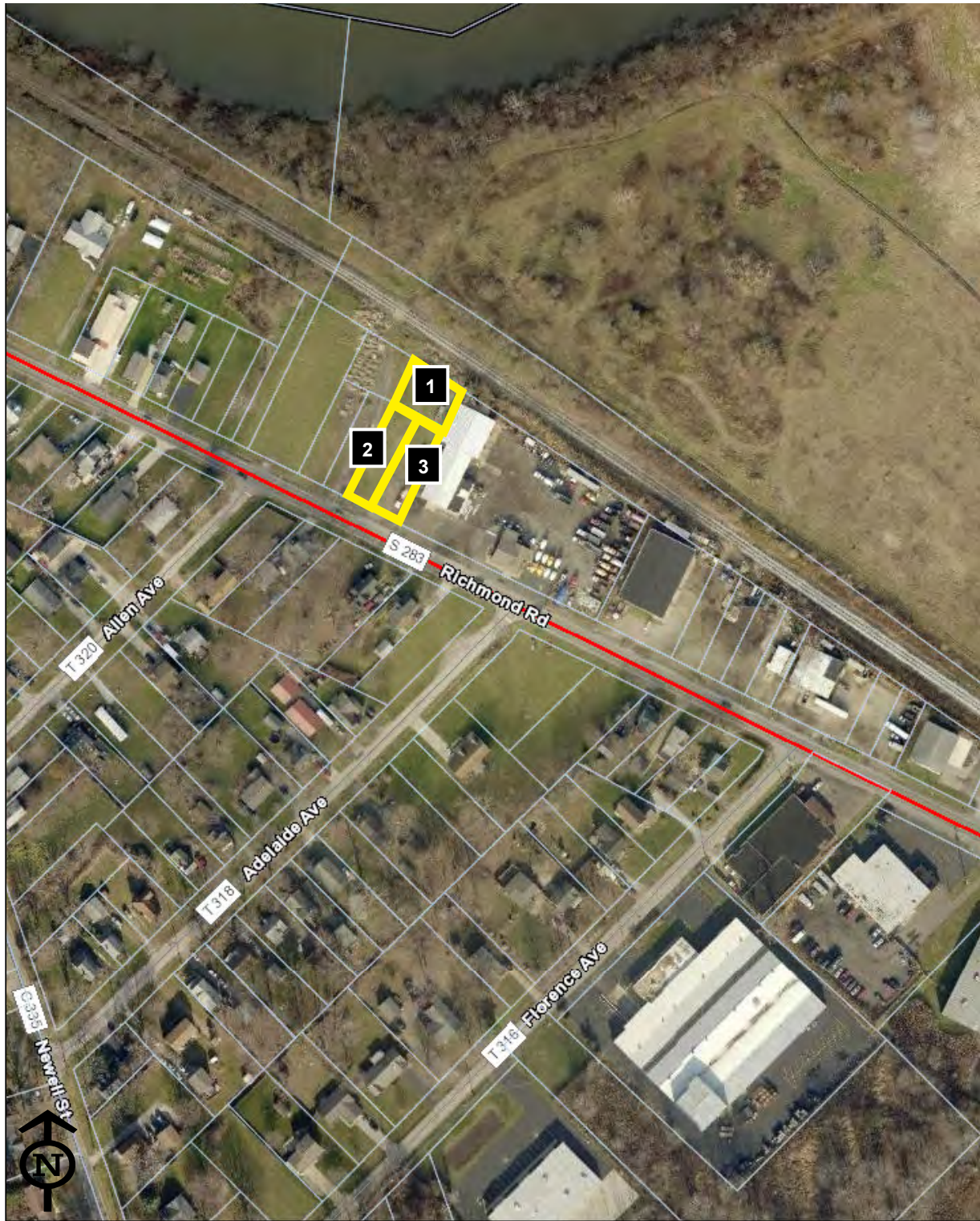
Date	Buyer	Seller	Price	Validity
12/6/2002	OSBORNE RICHARD M TR	CARDER CYNTHIA R	\$150,000.000	
7/28/1995			\$70,000.00	8
6/16/1992			\$0.00	8
12/5/1990			\$0.00	8

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Disclaimer: Information included in this site is believed to be accurate, but is not guaranteed. Lake County is not liable for errors or omissions. 33

Bankruptcy Sale - Multiple Parcels

SECTION 4: PAINESVILLE 3 Individual Parcels



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Bankruptcy Sale - Multiple Parcels

Parcel: 11B065B000010, Richmond Rd, Minimum Reserve Price \$2,768



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 11B065B000010 Card: 0

Owner	OSBORNE RICHARD M TR
Address	0 RICHMOND RD PAINESVILLE
Land Use	(300) I - INDUSTRIAL, VACANT LAND
Class	INDUSTRIAL
Legal Description	L[33 A] JOUGHIN

LAND

Code	Frontage	Depth	Acreage	SqFt
D	0	0	N/A	6000

VALUATION

	Appraised	Assessed
Land Value	\$4,500.00	\$1,580.00
Building Value	\$0.00	\$0.00
Total Value	\$4,500.00	\$1,580.00
CAUV Value		\$0.00
Taxable Value		\$1,580.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
9/15/2008	OSBORNE RICHARD M TR	NELSON PROPERTIES LLC	\$5,922.00	5

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Parcel: 11B065B000020, Richmond Rd, Minimum Reserve Price \$2,786



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 11B065B000020 Card: 0

Owner	OSBORNE RICHARD M TR
Address	0 RICHMOND RD PAINESVILLE
Land Use	(300) I - INDUSTRIAL, VACANT LAND
Class	INDUSTRIAL
Legal Description	L[34 A]JOUGHIN 40FF

LAND

Code	Frontage	Depth	Acreage	SqFt
D	0	0	N/A	6000

VALUATION

	Appraised	Assessed
Land Value	\$4,500.00	\$1,580.00
Building Value	\$0.00	\$0.00
Total Value	\$4,500.00	\$1,580.00
CAUV Value		\$0.00
Taxable Value		\$1,580.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
9/15/2008	OSBORNE RICHARD M TR	NELSON PROPERTIES LLC	\$5,922.00	5
8/17/1998	NELSON PROPERTIES LLC	NELSON JOHN S	\$10,000.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 11B065B000030, Richmond Rd, Minimum Reserve Price \$2,786



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 11B065B000030 Card: 0

Owner	OSBORNE RICHARD M TR
Address	RICHMOND RD PAINESVILLE
Land Use	(300) I - INDUSTRIAL, VACANT LAND
Class	INDUSTRIAL
Legal Description	L[35 A]JOUGHIN 40 FF

LAND

Code	Frontage	Depth	Acreage	SqFt
D	0	0	N/A	6000

VALUATION

	Appraised	Assessed
Land Value	\$4,500.00	\$1,580.00
Building Value	\$0.00	\$0.00
Total Value	\$4,500.00	\$1,580.00
CAUV Value		\$0.00
Taxable Value		\$1,580.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
9/15/2008	OSBORNE RICHARD M TR	NELSON PROPERTIES LLC	\$5,922.00	5
8/17/1998	NELSON PROPERTIES LLC		\$10,000.00	8

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Bankruptcy Sale - Multiple Parcels

SECTION 5: PAINESVILLE / Parcel: 11B0340000570 Spring Lakes Blvd, Minimum Reserve Price \$2,201



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 11B0340000570 Card: 0

Owner	OSBORNE RICHARD W TR
Address	SPRING LAKES BLVD PAINESVILLE
Land Use	(501) R - RESIDENTIAL, 0-9.99 AC
Class	RESIDENTIAL
Legal Description	PART OF LOT 30 TRACT 1

LAND

Date	Frontage	Depth	Acreage	SqFt
5	0	0	0.109	N/A

VALUATION

	Appraised	Assessed
Land Value	\$90.00	\$30.00
Building Value	\$0.00	\$0.00
Total Value	\$90.00	\$30.00
CAUV Value		\$0.00
Taxable Value		\$30.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
9/23/2005	OSBORNE RICHARD W TR	RONKE CO LLC	\$4,000.00	0
9/23/2005	RONKE CO LLC	RONKE ROY E JR DR	\$0.00	

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

SECTION 6: MENTOR 2 Individual Parcels



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Ag Real Estate Group, Inc.

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Bankruptcy Sale - Multiple Parcels

Parcel: 16D102A000280, Charmar, Minimum Reserve Price \$8,530



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 16D102A000280 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	CHARMAR LK SHORE MENTOR
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	L[1 A]PARCEL A CHARMAR

LAND

Code	Frontage	Depth	Acreage	SqFt
I	0	0	N/A	12922

VALUATION

	Appraised	Assessed
Land Value	\$45,230.00	\$15,830.00
Building Value	\$0.00	\$0.00
Total Value	\$45,230.00	\$15,830.00
CAUV Value		\$0.00
Taxable Value		\$15,830.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
8/8/1994			\$31,000.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 16D102A000270, Charmar, Minimum Reserve Price \$8,187



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card
Parcel: 16D102A000270 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	CHARMAR MENTOR
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	L[3 A]CHARMAR

LAND

Code	Frontage	Depth	Acreage	SqFt
I	0	0	N/A	12432

VALUATION

	Appraised	Assessed
Land Value	\$43,510.00	\$15,230.00
Building Value	\$0.00	\$0.00
Total Value	\$43,510.00	\$15,230.00
CAUV Value	\$0.00	
Taxable Value	\$15,230.00	

PERMITS

SALES

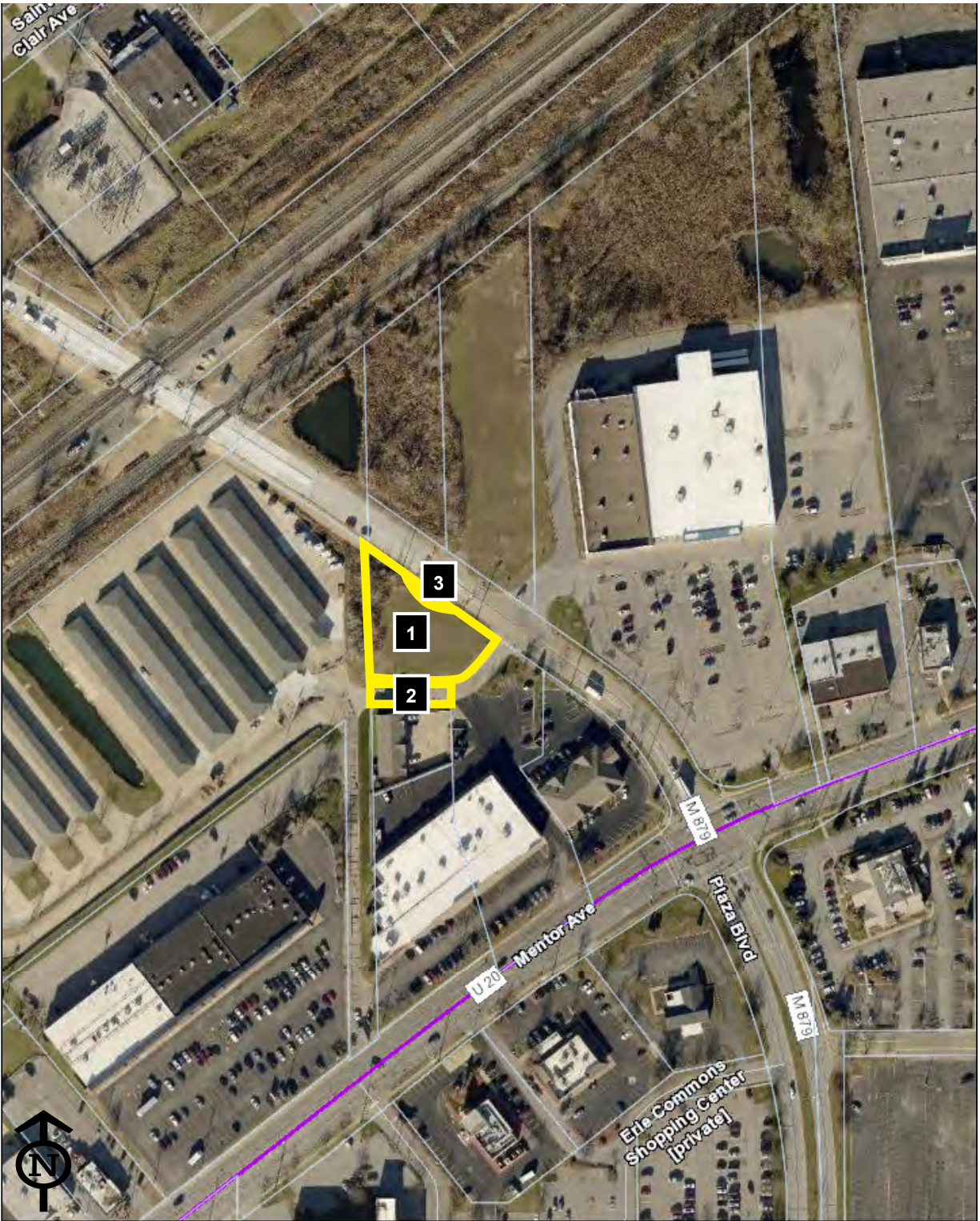
Date	Buyer	Seller	Price	Validity
8/8/1994			\$31,000.00	8

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

SECTION 7: MENTOR 3 Individual Parcels



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Bankruptcy Sale - Multiple Parcels

Parcel: 16B031B000310 Plaza Blvd, Minimum Reserve Price \$6,894



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 376 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card
Parcel: 16B031B000310 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE C/O THOMAS J SMITH
Address	MENTOR MENTOR
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	01-45,46 PT T5 L[BLAKE

LAND

Code	Frontage	Depth	Acreage	SqFt
K	0	0	N/A	4674

VALUATION

	Appraised	Assessed
Land Value	\$42,070.00	\$14,720.00
Building Value	\$0.00	\$0.00
Total Value	\$42,070.00	\$14,720.00
CAUV Value	\$0.00	
Taxable Value	\$14,720.00	

PERMITS

SALES

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Bankruptcy Sale - Multiple Parcels

Parcel: 16B031B000280 Mentor Ave, Minimum Reserve Price \$5,091



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card
Parcel: 16B031B000280 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	MENTOR AVE MENTOR
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	T[5 A[BLAKE 99-462 REAR

LAND

Code	Frontage	Depth	Acreage	SqFt
K	0	0	N/A	2927

VALUATION

	Appraised	Assessed
Land Value	\$26,340.00	\$9,220.00
Building Value	\$0.00	\$0.00
Total Value	\$26,340.00	\$9,220.00
CAUV Value		\$0.00
Taxable Value		\$9,220.00

PERMITS

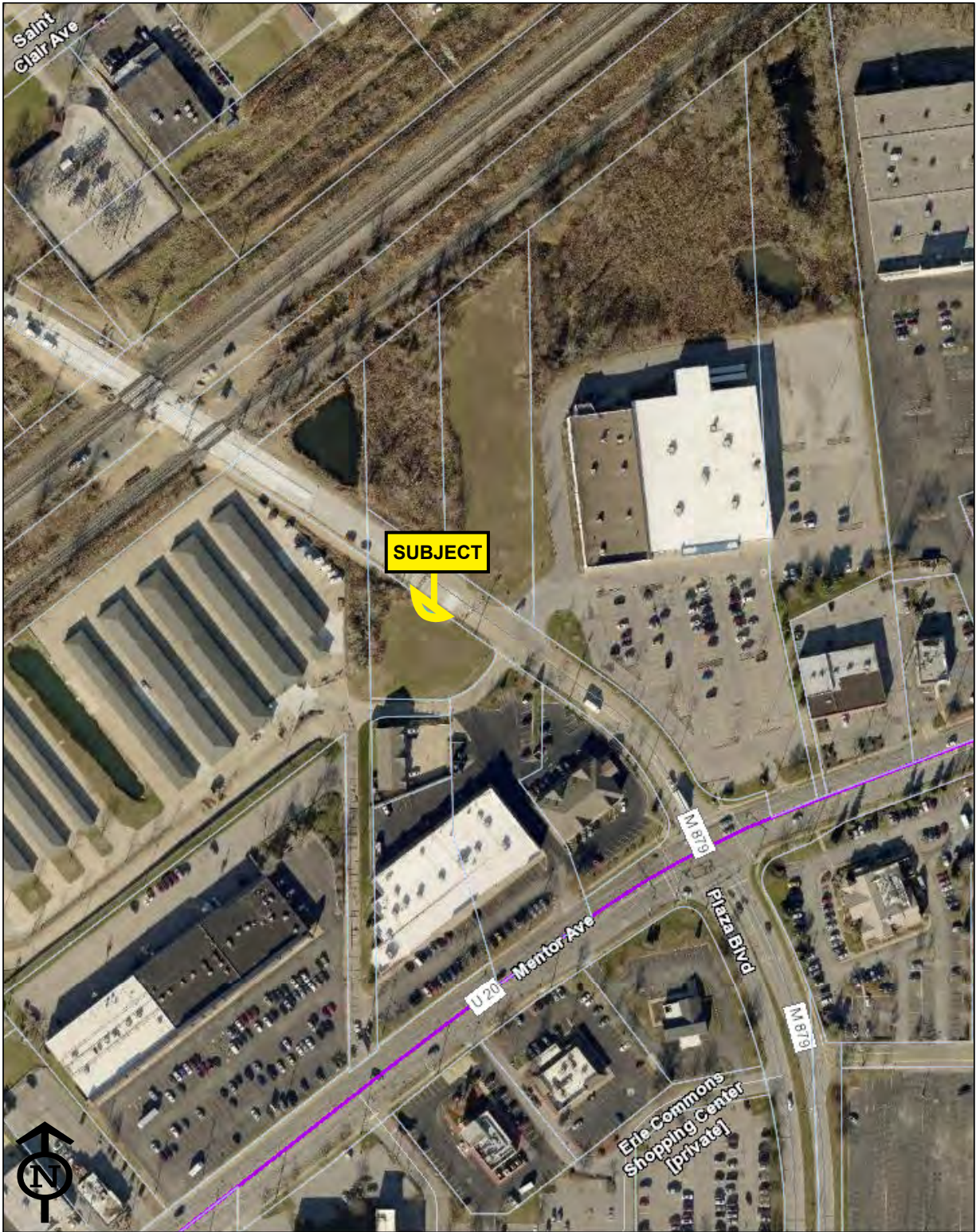
SALES

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Bankruptcy Sale - Multiple Parcels

Parcel: 16B031B000270 Mentor Ave, Minimum Reserve Price \$2,606



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card
Parcel: 16B031B000270 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	MENTOR AVE MENTOR
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	01-46 99-461 T[5 A[BLAKE REAR

LAND

Code	Frontage	Depth	Acreage	SqFt
K	0	0	N/A	418

VALUATION

	Appraised	Assessed
Land Value	\$3,760.00	\$1,320.00
Building Value	\$0.00	\$0.00
Total Value	\$3,760.00	\$1,320.00
CAUV Value		\$0.00
Taxable Value		\$1,320.00

PERMITS

SALES

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Bankruptcy Sale - Multiple Parcels

SECTION 8: MENTOR 2 Individual Parcels being sold together



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 94 feet

Creation Date: June 12, 2020

Bankruptcy Sale - Multiple Parcels

Parcel: 16B054A000010, Old Heisley Rd
2 Parcels together, Minimum Reserve Price \$5,538



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 94 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 16B054A000010 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	HEISLEY MENTOR
Land Use	(500) R - RESIDENTIAL VACANT PLATTED LOT,SUBD.
Class	RESIDENTIAL
Legal Description	L[MERRY 25

LAND

Code	Frontage	Depth	Acreage	SqFt
1	25	169	N/A	N/A

VALUATION

	Appraised	Assessed
Land Value	\$3,540.00	\$1,240.00
Building Value	\$0.00	\$0.00
Total Value	\$3,540.00	\$1,240.00
CAUV Value		\$0.00
Taxable Value		\$1,240.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
10/1/2008	OSBORNE RICHARD M TR	WHELAN MARTIN	\$46,250.00	1
9/30/2008	WHELAN MARTIN	DEUTSCHE BANK NATIONAL TRUST CO TR	\$46,250.00	1
8/29/2007	DEUTSCHE BANK NATIONAL TRUST CO TR	HILL MICHAEL A JR	\$68,000.00	5
3/23/2004	HILL MICHAEL A JR	STARK PATRICIA A	\$115,000.00	1
5/17/2001	STARK PATRICIA A	INGERSOLL JANICE R	\$0.00	1
8/23/2000	INGERSOLL JANICE R	INGERSOLL JANICE R	\$0.00	8
8/21/2000	INGERSOLL JANICE R	INGERSOLL WILLIAM E &	\$0.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 16B054A000020, 6930 Old Heisley Rd
2 Parcels together, Minimum Reserve Price \$5,538



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 94 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 16B054A000020 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	6930 OLD HEISLEY MENTOR
Land Use	(500) R - RESIDENTIAL VACANT PLATTED LOT,SUBD.
Class	RESIDENTIAL
Legal Description	L[MERRY 49

LAND

Code	Frontage	Depth	Acreage	SqFt
1	49	169	N/A	N/A

VALUATION

	Appraised	Assessed
Land Value	\$21,870.00	\$7,650.00
Building Value	\$0.00	\$0.00
Total Value	\$21,870.00	\$7,650.00
CAUV Value		\$0.00
Taxable Value		\$7,650.00

PERMITS

Number	Date	Purpose	Amount
20082331	31-OCT-08	DEMOLITION	

SALES

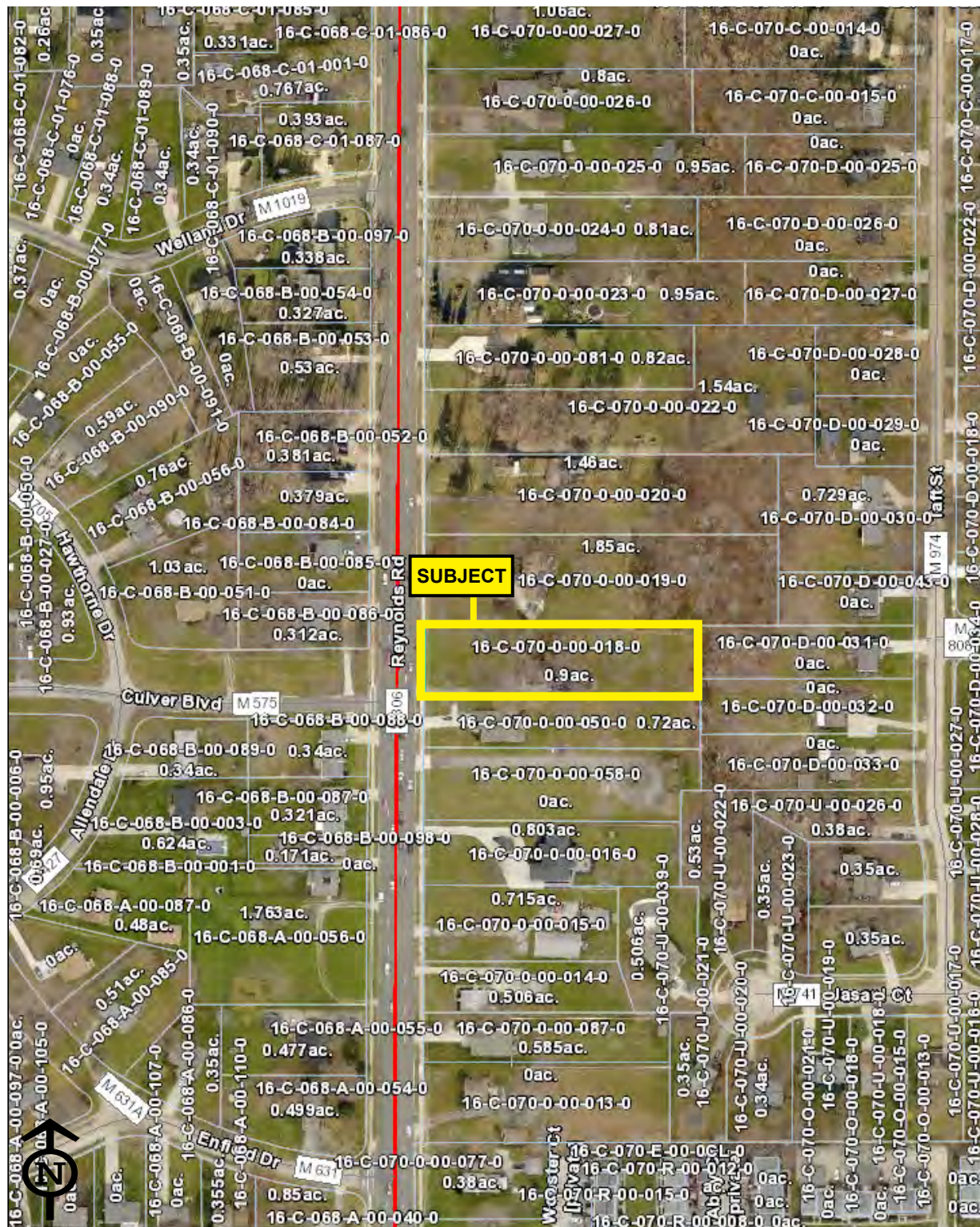
Date	Buyer	Seller	Price	Validity
10/1/2008	OSBORNE RICHARD M TR	WHELAN MARTIN	\$46,250.00	1
9/30/2008	WHELAN MARTIN	DEUTSCHE BANK NATIONAL TRUST CO TR	\$46,250.00	1
8/29/2007	DEUTSCHE BANK NATIONAL TRUST CO TR	HILL MICHAEL A JR	\$68,000.00	5
3/23/2004	HILL MICHAEL A JR	STARK PATRICIA A	\$115,000.00	1
5/17/2001	STARK PATRICIA A	INGERSOLL JANICE R	\$0.00	1
8/23/2000	INGERSOLL JANICE R	INGERSOLL JANICE R	\$0.00	8
8/21/2000	INGERSOLL JANICE R	INGERSOLL WILLIAM E &	\$0.00	8

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Bankruptcy Sale - Multiple Parcels

SECTION 9: MENTOR / Parcel: 16C0700000180 7317 Reynolds Rd, Minimum Reserve Price \$117,638



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1 inch = 188 feet

Creation Date: June 12, 2020

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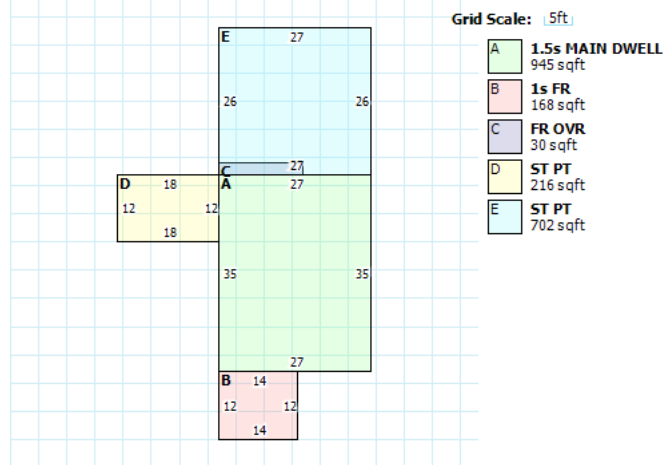
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Lake County, Ohio - Property Record Card

Parcel: 16C0700000180 Card: 1

Owner OSBORNE RICHARD M TR
Address 7317 REYNOLDS MENTOR
Land Use (511) R - SINGLE FAMILY, O-9.99 AC
Class RESIDENTIAL
Legal Description T[5 L[BLAKE A[16 GOODHOLD FARMS 100

SKETCH



RESIDENTIAL

Building Style	BUNGALOW	FullBaths	2
Sq.Ft.	1616	Half Baths	0
Year Built	1940	Basement	FULL
Stories	1.5	Basement Area	0
Exterior Wall	WOOD SIDING	Rec Room Area	0
Rooms	5	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	+ AIR CONDITION
Family Rooms	0	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt
1	0	0	0.9	N/A

VALUATION

	Appraised	Assessed
Land Value	\$68,040.00	\$23,810.00
Building Value	\$102,780.00	\$35,970.00
Total Value	\$170,820.00	\$59,780.00
CAUV Value	\$0.00	
Taxable Value	\$59,780.00	

PERMITS

Number	Date	Purpose	Amount
990867	01-JUN-99	ALTERATION	

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	RG1 - FRAME	1940	20x20	\$2,170.00
1	RS1 - FRAME	1940	10x12	\$0.00

SALES

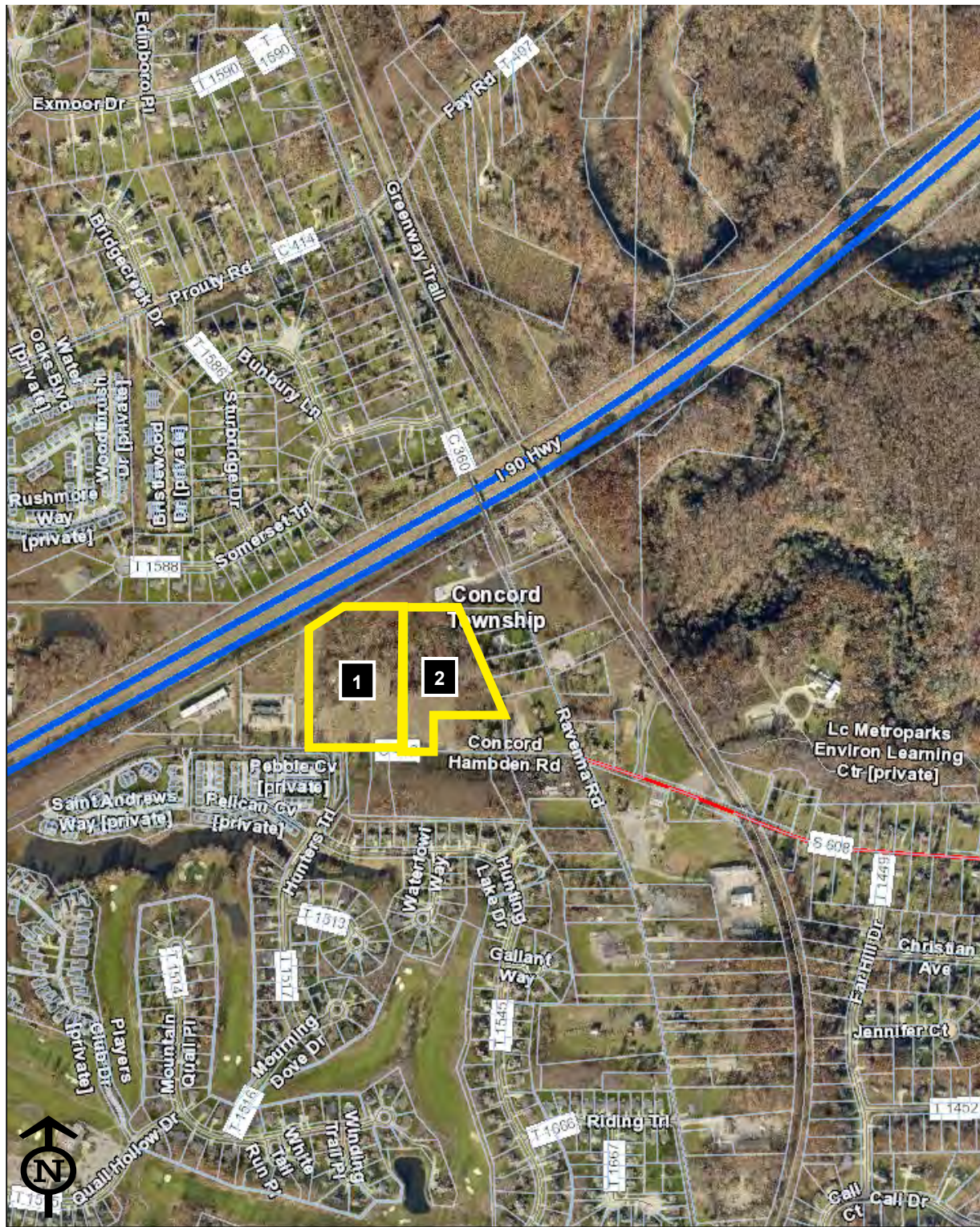
Date	Buyer	Seller	Price	Validity
5/6/2008	OSBORNE RICHARD M TR	SECRETARY OF HOUSING & URBAN DEV	\$0.00	
11/13/200	SECRETARY OF HOUSING & URBAN DEV	GRIECO JEFFREY J	\$0.00	5
6/1/2004	GRIECO JEFFREY J	PRESSELLO JOHN E	\$164,900.000	

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Bankruptcy Sale - Multiple Parcels

SECTION 10: CONCORD 2 Individual Parcels, combined acreage = 17 +/- acres



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 752 feet

Creation Date: June 12, 2020

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Bankruptcy Sale - Multiple Parcels

Parcel: 08A0140000390, 1473 Concord Hambden Rd
Minimum Reserve Price \$63,481



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1 inch = 752 feet

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Lake County, Ohio - Property Record Card

Parcel: 08A0140000390 Card: 1

Owner	OSBORNE RICHARD M TR
Address	1473 CONCORD HAMBDEN RD CONCORD
Land Use	(300) I - INDUSTRIAL, VACANT LAND
Class	INDUSTRIAL
Legal Description	T[2 L[4 COMBO FROM 8A-14-70 96-355 FROM 8A-14-12

SKETCH

A sketch is unavailable for this parcel.

COMMERCIAL

COMMERCIAL FEATURES

LAND

Code	Frontage	Depth	Acreage	SqFt
R	0	0	0.361	N/A
8	0	0	9.3385	N/A

VALUATION

	Appraised	Assessed
Land Value	\$81,240.00	\$28,430.00
Building Value	\$0.00	\$0.00
Total Value	\$81,240.00	\$28,430.00
CAUV Value		\$0.00
Taxable Value		\$28,430.00

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	WA1	2010	0x150	\$0.00

SALES

Date	Buyer	Seller	Price	Validity
2/12/2002	OSBORNE RICHARD M TR		\$489,421.008	
3/28/1991			\$100,000.008	
7/13/1982			\$91,000.00	8

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Bankruptcy Sale - Multiple Parcels

Parcel: 08A0140000120, Concord Hambden Rd
Minimum Reserve Price \$27,150



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 376 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 08A0140000120 Card: 0

Owner	OSBORNE RICHARD M TR
Address	CONCORD HAMB DEN CONCORD
Land Use	(300) I - INDUSTRIAL, VACANT LAND
Class	INDUSTRIAL
Legal Description	

LAND

Code	Frontage	Depth	Acreage	SqFt
8	0	0	7.536	N/A
R	0	0	0.13	N/A

VALUATION

	Appraised	Assessed
Land Value	\$65,560.00	\$22,950.00
Building Value	\$0.00	\$0.00
Total Value	\$65,560.00	\$22,950.00
CAUV Value		\$0.00
Taxable Value		\$22,950.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
2/12/2002	OSBORNE RICHARD M TR		\$200,000.008	
7/13/1982			\$91,000.00	8

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Bankruptcy Sale - Multiple Parcels

SECTION 11: CONCORD / Parcel: 08A004A000240
11714 Girdled Rd, Minimum Reserve Price \$8,516



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

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Lake County, Ohio - Property Record Card

Parcel: 08A004A000240 Card: 0

Owner	OSBORNE RICHARD M TR
Address	11714 GIRDLED RD CONCORD
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	T[1 L[1 A[PVILLE-CHARDON RD

LAND

Code	Frontage	Depth	Acreage	SqFt
6	0	0	0.77	N/A

VALUATION

	Appraised	Assessed
Land Value	\$33,540.00	\$11,740.00
Building Value	\$0.00	\$0.00
Total Value	\$33,540.00	\$11,740.00
CAUV Value		\$0.00
Taxable Value		\$11,740.00

PERMITS

Number	Date	Purpose	Amount
20121185 LCBD	12-JUN-12	DEMOLITION	

SALES

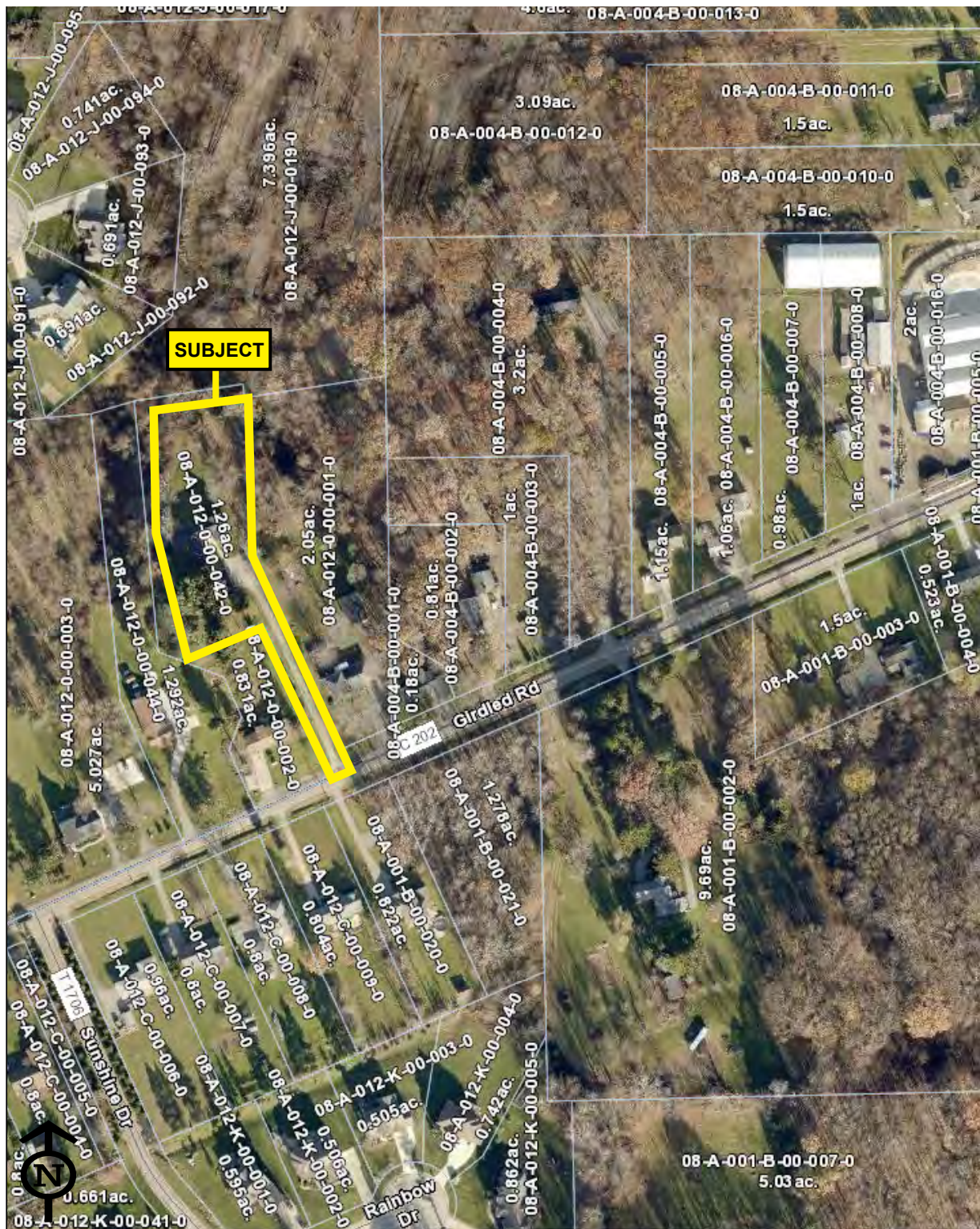
Date	Buyer	Seller	Price	Validity
2/17/2004	OSBORNE RICHARD M TR	LOHISER PHILIP	\$145,000.00	1
6/20/2000	LOHISER PHILIP	LOHISER ALTA L	\$0.00	8
5/14/1991			\$0.00	8

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Bankruptcy Sale - Multiple Parcels

SECTION 11: CONCORD / Parcel: 08A0120000420 11579 Girdled Rd, Minimum Reserve Price \$86,166



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date: June 12, 2020

Ag Real Estate Group, Inc.

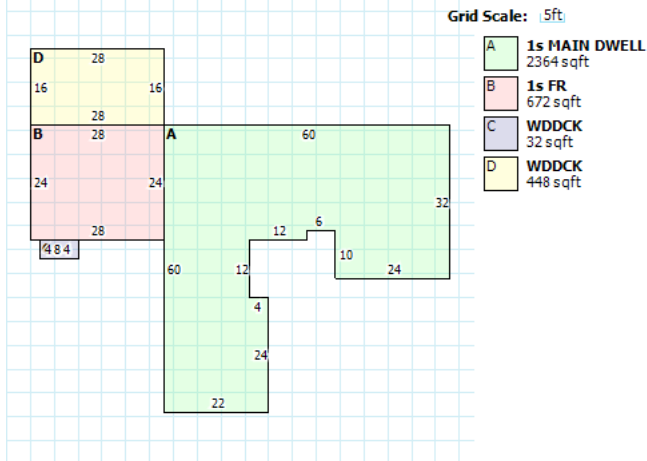
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Lake County, Ohio - Property Record Card

Parcel: 08A0120000420 Card: 1

Owner	OSBORNE RICHARD M TRUSTEE
Address	11579 GIRDLED CONCORD
Land Use	(511) R - SINGLE FAMILY, O-9.99 AC
Class	RESIDENTIAL
Legal Description	T[2 L[2 30

SKETCH



RESIDENTIAL

Building Style	RANCH	FullBaths	2
Sq.Ft.	3036	Half Baths	1
Year Built	1980	Basement	NONE
Stories	1	Basement Area	0
Exterior Wall	ALUMINIUM/VINYL SIDING	Rec Room Area	0
Rooms	10	Heat Fuel Type	ELECTRIC
Bedrooms	5	Heat/Cool	NORMAL
Family Rooms	1	Attic	NONE
Fireplace Openings(Stacks)	1(1)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt
1	0	0	1	N/A
R	0	0	0.03	N/A
8	0	0	0.23	N/A

VALUATION

	Appraised	Assessed
Land Value	\$47,070.00	\$16,470.00
Building Value	\$158,290.00	\$55,400.00
Total Value	\$205,360.00	\$71,870.00
CAUV Value	\$0.00	
Taxable Value	\$71,870.00	

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	RG1 - FRAME	1980	24x19	\$2,470.00
1	AL1 - 1S LEAN	1980	10x19	\$380.00

SALES

Date	Buyer	Seller	Price	Validity
8/3/2009	OSBORNE RICHARD M	WHELAN MARTIN	\$0.00	D
7/31/2009	WHELAN MARTIN	LIQUIDATION PROPERTIES INC	\$111,000.00	2
11/3/2008	LIQUIDATION PROPERTIES INC	WINTER BRUCE C	\$116,000.00	5
11/9/1993			\$0.00	8
1/22/1988			\$75,000.00	8
12/4/1987			\$73,000.00	8

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

Disclaimer: Information included in this site is believed to be accurate, but is not guaranteed. Lake County is not liable for errors or omissions.

Bankruptcy Sale - Multiple Parcels

SECTION 12: CONCORD / Parcel: 08A0130000540
Ravenna Rd, Minimum Reserve Price \$13,753



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 376 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card
Parcel: 08A0130000540 Card: 0

Owner	OSBORNE RICHARD M TRUSTEE
Address	RAVENNA RD CONCORD
Land Use	(400) C - COMMERCIAL VACANT LAND
Class	COMMERCIAL
Legal Description	TRACT 2 LOT 2 SPLIT 03-306 FR 8A-13-1

LAND

Code	Frontage	Depth	Acreage	SqFt
G	0	0	N/A	26698

VALUATION

	Appraised	Assessed
Land Value	\$66,750.00	\$23,360.00
Building Value	\$0.00	\$0.00
Total Value	\$66,750.00	\$23,360.00
CAUV Value		\$0.00
Taxable Value		\$23,360.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
9/5/2003	OSBORNE RICHARD M TR	QUAIL HOLLOW DEV INC	\$150,000.001	

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

SECTION 13: GRAND RIVER / Parcel: 13A002000200
Williams St, Minimum Reserve Price \$4,151



Property lines are graphic representations and are **NOT** survey accurate.
Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet
Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 13A0020000200 Card: 1

Owner	OSBORNE RICHARD M TR
Address	WILLIAMS GRAND RIVER
Land Use	(599) R - OTHER RESIDENTIAL
Class	RESIDENTIAL
Legal Description	T[4 L[24

SKETCH

A sketch is unavailable for this parcel.

RESIDENTIAL

LAND

Code	Frontage	Depth	Acreage	SqFt
8	0	0	0.12	N/A

VALUATION

	Appraised	Assessed
Land Value	\$1,580.00	\$550.00
Building Value	\$2,480.00	\$870.00
Total Value	\$4,060.00	\$1,420.00
CAUV Value		\$0.00
Taxable Value		\$1,420.00

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	AP2 - FOUR	1942	40x30	\$2,480.00

SALES

Date	Buyer	Seller	Price	Validity
11/20/2000	OSBORNE RICHARD M TR	SINKO ALICE L	\$1,500.00	8
8/23/2000	SINKO ALICE L	SINKO JOHN A	\$0.00	8

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

SECTION 14: WICKLIFFE / Parcel: 29B007E000010 Wood St, Minimum Reserve Price \$2,369



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 94 feet

Creation Date: June 12, 2020

Lake County, Ohio - Property Record Card

Parcel: 29B007E000010 Card: 0

Owner	OSBORNE RICHARD M TR
Address	WOOD ST WICKLIFFE
Land Use	(500) R - RESIDENTIAL VACANT PLATTED LOT,SUBD.
Class	RESIDENTIAL
Legal Description	PART OF LOT 10 TRACT 12 DEVIL STRIP DELAWARE

LAND

Code	Frontage	Depth	Acreage	SqFt
1	56	2	N/A	N/A

VALUATION

	Appraised	Assessed
Land Value	\$350.00	\$120.00
Building Value	\$0.00	\$0.00
Total Value	\$350.00	\$120.00
CAUV Value		\$0.00
Taxable Value		\$120.00

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
7/30/1999	OSBORNE RICHARD M TR	STATE OF OHIO LAND BANK	\$0.00	8
9/24/1996	STATE OF OHIO LAND BANK	CLEVELAND ALLOT CO	\$0.00	8

Note: Appraised valuations and taxes are reflective of the current tax year only. All land and building data changes made since the last tax duplicate will be reflected in the subsequent tax year's appraised valuations and corresponding tax bills.

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Bankruptcy Sale - Multiple Parcels

Portage County Parcels

Bankruptcy Sale - Multiple Parcels

SECTION 15: RAVENNA 2 Individual Parcels



Bankruptcy Sale - Multiple Parcels

Parcel: 312100000014000, Lovers Lane
Minimum Reserve Price \$46,950



Portage County, Ohio - Property Record Card
Parcel: 31-210-00-00-014-000
Card: 1

GENERAL PARCEL INFORMATION

Owner OSBORNE RICHARD M (TRUSTEE)
Property Address LOVERS LN
Mailing Address 7265 MARKELL RD
WAITE HILL VILLAGE OH 44094
Land Use 400 - COMMERCIAL - VACANT LAND
Legal Description DIV M LOT 10 SW



VALUATION

	Appraised	Assessed
Land Value	\$83,400.00	\$29,190.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$29,190.00	

RESIDENTIAL

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
A0 - Row	3.713	0	0	0	0
A1 - Primary Site	2.058	0	0	0	83350

ADDITIONS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
5/6/2008	OSBORNE RICHARD M	LIBERTY SELF STOR LTD	204761
2/6/2004	LIBERTY SELF STOR LTD	GE LIGHTING INC A	100000
8/14/2000	GE LIGHTING INC A	GENERAL ELECTRIC	0
1/1/1990	GENERAL ELECTRIC	Unknown	0

Bankruptcy Sale - Multiple Parcels

Parcel: 312100000012000, 6912 ST RT 44
Minimum Reserve Price \$61,491



Portage County, Ohio - Property Record Card

Parcel: 31-210-00-00-012-000

Card: 1

GENERAL PARCEL INFORMATION

Owner OSBORNE RICHARD M (TRUSTEE)
 Property Address 6912 ST RT 44
 Mailing Address 7265 MARKELL RD
 WAITE HILL VILLAGE OH 44094
 Land Use 400 - COMMERCIAL - VACANT LAND

Legal Description DIV M LOT 10 SW



VALUATION

	Appraised	Assessed
Land Value	\$104,500.00	\$36,580.00
Improvements Value	\$0.00	\$0.00
CAUV Value	\$0.00	\$0.00
Taxable Value	\$36,580.00	

RESIDENTIAL

LAND

Land Type	Acreage	Depth	Frontage	D. Factor	Value
A0 - Row	0.674	0	0	0	0
S4 - Undeveloped	0.666	0	0	0	104450

ADDITIONS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value
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SALES

Date	Buyer	Seller	Price
5/6/2008	OSBORNE RICHARD M	LIBERTY SELF STOR LTD	204761
9/18/1998	LIBERTY SELF STOR LTD	JUDEH IHSAN A	100000
9/18/1998	JUDEH IHSAN A	Unknown	0

Bankruptcy Sale - Multiple Parcels

Reserve Prices

ADDRESS / STREET	CITY / TOWNSHIP	PARCEL	MINIMUM RESERVE PRICE
Carter Road Rear	Leroy	07A-035-0-00-003-0	\$16,945
Carter Road Rear	Concord	08A-009-0-00-005-0	\$68,052
Carter Road Rear	Concord	08A-009-0-00-004-0	\$61,370
Carter Road Rear	Concord	08A-009-0-00-003-0	\$60,766
Carter Road Rear	Leroy	07A-027-0-00-009-0	\$194,624
5848 Vrooman Road	Leroy	07A-034-0-00-016-0	\$91,903
Vrooman Road Rear	Leroy	07A-035-0-00-005-0	\$11,433
154 Fairport-Nursery Road	Painesville	11B-038-A-00-010-0	\$12,470
1192 West Jackson St. Rear	Painesville	15C-036-H-00-018-0	\$19,282
Richmond Road	Painesville	11B-065-B-00-001-0	\$2,768
Richmond Road	Painesville	11B-065-B-00-002-0	\$2,786
Richmond Road	Painesville	11B-065-B-00-003-0	\$2,786
Spring Lakes Blvd	Painesville	11B-034-0-00-057-0	\$2,201
Charmar Drive	Mentor	16D-102-A-00-028-0	\$8,530
Charmar Drive	Mentor	16D-102-A-00-027-0	\$8,187
Plaza Blvd	Mentor	16B-031-B-00-031-0	\$6,894
Mentor Ave	Mentor	16B-031-B-00-028-0	\$5,091
Mentor Ave	Mentor	16B-031-B-00-027-0	\$2,606
6930 Old Heisley and VL Heisley Rd	Mentor	Two Parcels: 16B-054-A-00-01-0 & "02-0"	\$5,538
7317 Reynolds Road	Mentor	16C-070-0-00-018-0	\$117,638
1473 Concord Hambden Road	Concord	08A-014-0-00-039-0	\$63,481
Concord Hambden Road	Concord	08A-014-0-00-012-0	\$27,150
11714 Girdled Road	Concord	08A-004-A-00-024-0	\$8,516
11579 Girdled Road	Concord	08A-012-0-00-042-0	\$86,166
Ravenna Road	Concord	08A-013-0-00-054-0	\$13,753
Williams Street	Grand River	13A-002-0-00-020-0	\$4,151
Wood Street	Wickliffe	29B-007-E-00-001-0	\$2,369
Lovers Lane	Ravenna	31-210-00-00-014-000	\$46,950

**All information to be verified by potential purchaser.*

**Subject to modification or withdrawal.*

Bankruptcy Sale - Multiple Parcels

Approved Interactive Bid Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DISTRICT**

In re:)	Case No. 17-17361
)	
RICHARD M. OSBORNE,)	Chapter 7
)	
Debtor.)	Judge Arthur I. Harris

**NOTICE OF (I) BIDDING PROCEDURES RELATED TO THE SALE OF SPECIFIC
REAL PROPERTY, AND (II) SCHEDULING OF SALE AND BIDDING PROCESS**

PLEASE TAKE NOTICE that upon the motion (the “Motion”) of Kari B. Coniglio (the “Trustee”), the chapter 7 trustee for the bankruptcy estate of Richard M. Osborne (the “Debtor”), the Court has entered an order (the “Order”) authorizing and approving the sale of the real property identified in the attached Schedule A (collectively and individually, the “Subject Property”), free and clear of all liens, claims, and encumbrances, to the party or parties that submit the highest and best competitive bid(s) approved by the Court;

PLEASE TAKE FURTHER NOTICE that the competitive bidding process is a published reserve process, subject to a published reserved price/minimum bid identified on Schedule A for each Subject Property and the terms and conditions set forth in the Bidding Procedures (as defined below);

PLEASE TAKE FURTHER NOTICE that upon the Motion, the Court has also approved the bidding and other procedures relating to the sale of the Subject Property;

PLEASE TAKE FURTHER NOTICE that bids on each Subject Property must be submitted in writing to the Broker pursuant to the terms of the Bidding Procedures by no later than **August 19, 2020**; and

PLEASE TAKE FURTHER NOTICE that each Winning Bidder (as defined below) will be required to close the sale within fourteen (14) days after such Winning Bidder is identified, unless such date is extended by agreement of the Winning Bidder and the Trustee.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, persons desiring to purchase any Subject Property must comply with the following bidding and other procedures respecting the sale (the “Bidding Procedures”):

Bankruptcy Sale - Multiple Parcels

BIDDING PROCEDURES

I. BACKGROUND

Set forth below are the bidding procedures (the “Bidding Procedures”) to govern the sale of the real property identified in the attached Schedule A (collectively and individually, the “Subject Property”) in connection with the bankruptcy case of Richard M. Osborne (the “Debtor”), Case No. 17-17361, in the United States Bankruptcy Court for the Northern District of Ohio (the “Court”). The attached Schedule A provides the address and parcel number(s) for each Subject Property.

By order of the Court (the “Order”), these Bidding Procedures have been approved and are applicable to all Interested Parties (as defined below), in connection with the sale of the Subject Property free and clear of all liens, claims, and encumbrances.

II. AS IS, WHERE IS

The sale of each Subject Property will be on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Trustee or her agents, except to the extent set forth in the Agreement (as defined below). Except as otherwise provided in the Agreement, all of the Debtor’s rights, title, and interest in and to each Subject Property will be sold free and clear of all liens, claims, and encumbrances (collectively, the “Liens”).

III. TRANSACTIONAL TERMS

Any sale of the Subject Property to a Bidder will be made on the same or substantially similar terms to those set forth in the Residential Real Estate Purchase and Real Estate Purchase Agreement (applicable to commercial or vacant property) (each, the “Purchase Agreement”), attached hereto as Exhibit A(1) or A(2), respectively. Pursuant to the terms of the Purchase Agreement, each sale shall be subject to a \$500.00 transaction fee (the “Transaction Fee”), which shall be paid by the buyer in addition to the purchase price and other costs allocated to the buyer pursuant to the Purchase Agreement.

No party with an asserted lien, claim, or other interest in any Subject Property shall have a credit bid right to offset at closing.

IV. MARKETING

The Ag Real Estate Group, Inc. and Eric Silver (collectively, the “Broker”) have prepared marketing materials with limited information for mass distribution and will commence its market efforts as of July 20, 2020. The Broker will handle all property inquiries.

V. INTERESTED PARTIES

An “Interested Party” is any person who obtains from the Broker a due diligence package (the “Due Diligence Package”). The Due Diligence Package shall contain information pertaining to the Subject Property.

Bankruptcy Sale - Multiple Parcels

The Trustee has not provided any of the information regarding the Subject Property or the Debtor that is to be provided in the Due Diligence Package. No representation is made by the Trustee regarding the information provided in the Due Diligence Package or in connection with these Bidding Procedures. All Interested Parties are encouraged to perform their own due diligence and consult their own advisors regarding such information.

VI. SUBMISSION OF QUALIFIED BIDS TO PURCHASE

Starting July 20, 2020, the Broker shall entertain bids to purchase any Subject Property from any Interested Party for a period of 30 consecutive days – through August 19, 2020. To be a qualified bid (“Qualified Bid” and, if more than one, “Qualified Bids”), the purchase offer must

- (1) be submitted in writing,
- (2) received by the Broker via mail (NOT RECOMMENDED), email or facsimile at the following address, email or fax number:

The Ag Real Estate Group, Inc.
Eric M. Silver, President and Broker
3659 S. Green Road
Suite 216
Beachwood, OH 44122

216-504-5000 – T
216-504-5001 – Fax
info@agrealestategroup.com – email
(please call to confirm receipt of all sent Faxes and Emails)

- (3) received by the Broker on or before 6:00 PM, Cleveland, Ohio time on August 19, 2020(the “Bid Deadline”),

- (4) include an executed Purchase Agreement that clearly designates the Subject Property that the Interested Party seeks to purchase and the offered purchase price,

- (5) provide for a purchase price that equals or exceeds the reserve price/minimum bid reflect on Schedule A for the applicable Subject Property,

- (6) if the Interested Party is a partnership, corporation, limited liability company or other entity, provide information and documentation sufficient to demonstrate, in the Trustee’s sole and absolute discretion, that the individual executing the Purchase Agreement is authorized to do so and is authorized to take action on behalf of the Interested Party to consummate the transaction contemplated by the Purchase Agreement,

- (7) provide evidence sufficient, in the Trustee’s sole and absolute discretion, to demonstrate that the Interested Party has immediately available funds in an amount sufficient to close the contemplated transaction,

Bankruptcy Sale - Multiple Parcels

(8) identify all the Interested Party's connections, if any, to the Debtor or any of his related entities, which are listed on **Exhibit B**, and

(9) provide an acknowledgment that the Interested Party has received and reviewed, and understands the Bidding Procedures and the terms of the sale.

To the extent that a written offer to purchase a Subject Property does not constitute a Qualified Bid, the Broker, in his sole and absolute discretion, may contact the Interested Party and provide an opportunity for the Interested Party to amend the written offer such that the written offer will constitute a Qualified Bid.

VII. EVALUATION OF QUALIFIED BIDS

Immediately following the Bid Deadline through and including the 7th date after the Bid Deadline (the "Final Bid Deadline"), the Broker and the Trustee shall review each Qualified Bid. Through and including the Final Bid Deadline, the Broker and/or the Trustee may contact any Interested Party that submitted a written offer that did not constitute a Qualified Bid and provide such Interested Party an opportunity to amend its written offer such that it will constitute a Qualified Bid.

In the event that the Reserve Price is not met for any Subject Property, the highest bid submitted for such Subject Property will be considered an offer to purchase.

VIII. DESIGNATING THE WINNING BID/ESCROW AMOUNT

If a Subject Property receives only one Qualified Bid, as determined by the Trustee in her sole and absolute discretion, such bid shall be selected as the winning bid for the respective Subject Property (the "Winning Bid").

If a Subject Property receives more than one Qualified Bid, the Broker shall contact the Interested Parties that submitted the Qualifying Bids via telephone and/or electronic mail, inform the parties of the highest and best purchase price and provide each party an opportunity to submit a revised Qualified Bid that provides for an increased purchase price (the "Final Qualified Bid"). A Final Qualified Bid must be received by the Broker by 5:00 pm eastern time on the Final Bid Deadline. The highest and best Final Qualified Bid for any Subject Property, as deemed by the Trustee in her sole and absolute discretion, shall be selected as the Winning Bid. If no Final Qualified Bids are submitted, then the highest and best Qualified Bid, as determined by the Trustee in her sole and absolute discretion, shall be deemed the Winning Bid.

Upon identification of the Winning Bid for each Subject Property, the Broker shall inform the Interested Party that submitted the Winning Bid (the "Winning Bidder"), the Winning Bidder shall have two (2) business days to tender to Lake County Title cash or a certified or cashier's check in amount not less than the greater of \$2,000 or 20% of the gross purchase price (the "Deposit"). If any Winning Bidder fails to timely submit the Deposit, the Trustee, in her sole and absolute discretion, may terminate the Purchase Agreement and, if other Qualifying Bids were received for such Subject Property, declare the Interested Party that submitted the second best Qualifying Bid as the Winning Bidder.

Bankruptcy Sale - Multiple Parcels

IX. CLOSING OF SALES /FORFEITURE OF ESCROW AMOUNT

Each Winning Bidder and the Trustee shall close the transaction contemplated by the respective Purchase Agreement no later than fourteen (14) days after the Final Bid Deadline, unless such date is extended by agreement of the parties. If any Winning Bidder fails to timely close the transaction contemplated by the applicable Purchase Agreement, the Trustee, in her sole and absolute discretion, may terminate the Purchase Agreement and, if other Qualifying Bids were received for such Subject Property, declare the Interested Party that submitted the second best Qualifying Bid as the Winning Bidder.

A Winning Bidder will forfeit its Deposit if he/she/it (1) attempts to modify or withdraw the Winning Bid without the Trustee's consent before the consummation of the sale contemplated by the accepted Purchase Agreement, or (2) breaches the Purchase Agreement. Failure to close may also result in the Winning Bidder being held in contempt of court.

X. DISTRIBUTION OF SALE PROCEEDS

Following the closing of the sale of any Subject Property, Lake County Title shall immediately distribute from the gross sale proceeds (the "Sale Proceeds") funds (1) to pay any and all accrued real estate taxes and assessments for such Subject Property, including such amounts subject to valid and outstanding tax certificates; (2) to pay any and all closing costs pursuant to the terms of the Purchase Agreement; and (3), to the extent that the Transaction Fee is insufficient, to reimburse Lake County Title for the cost of title work performed in relation to the particular sale. Lake County Title shall then distribute the remaining Sale Proceeds (the "Net Sale Proceeds") and any remaining portion of each Transaction Fee (collectively, the "Surplus Transaction Fee") to the Trustee, who will maintain all remaining Net Sale Proceeds and the Net Sale Proceeds in a segregated bank account. The Trustee reserves all rights to seek Court approval to surcharge costs and expenses associated with the sale, including attorneys' fees, against the Net Sale Proceeds ("Reserved Surcharge Amounts"), and may use the Surplus Transaction Fee (if any) and the Net Sale Proceeds to reimburse the Broker for out-of-pocket marketing expenses not to exceed \$5,000.00 that have been approved through an application and order of the Court ("Marketing Expenses").

Following the payment of any Marketing Expenses and Reserved Surcharge Amounts that have been approved of by the Court, the Trustee shall (1) distribute 88% of the remaining Net Sale Proceeds derived from parcels subject to Citizens' first priority lien position to be applied to Citizens' allowed secured claim; (2) distribute 88% of the remaining Net Sale Proceeds derived from the parcels subject to Erie Bank's first priority secured claim (with any surplus being distributed to Citizens', the second priority lienholder); and (3) retain the remaining 12% of the Net Sale Proceeds derived from parcels subject to Citizens' and Erie Bank's first priority lien interest as the Carveout Amount and 100% of the Net Sale Proceeds derived from the parcels subject to Farley's and YellowBrick's first priority mortgage lien interests for the benefit of the estate.

Bankruptcy Sale - Multiple Parcels

XI. SALE REPORT

No later than thirty (30) days after any sale closes, the Trustee will file a sale report with the Court identifying, at a minimum, the Winning Bidder, the Sale Proceeds, an accounting of the Sale Proceeds, and any other information required under title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, or any order of the Court.

XII. MISCELLANEOUS

A party's participation in the sale process outlined herein shall constitute (A) consent by such party to be subject to the jurisdiction of the Court, for all purposes, in connection with any and all matters relating to the sale of the Subject Property and these Bidding Procedures; and (B) the party's acknowledgement of its review, understanding, and acceptance of all of the Bidding Procedures outlined herein.

The Trustee and the Broker may adopt such other terms and procedures that, in their reasonable judgment, will best promote the goal of a fair and competitive bidding process consistent with these Bidding Procedures, the Order, and any other applicable Court orders. In formulating and instituting such other terms and procedures, if any, such additional terms or procedures must be fair and open, with no participating Interested Party that has submitted a Qualified Bid disadvantaged in any material way as compared to any other Interested Party that has submitted a Qualified Bid.

Bankruptcy Sale - Multiple Parcels

Order Authorizing Sale

The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document was signed electronically on June 26, 2020, which may be different from its entry on the record.

IT IS SO ORDERED.

Dated: June 26, 2020




ARTHUR I. HARRIS
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DISTRICT**

In re:)	Case No. 17-17361
)	
RICHARD M. OSBORNE,)	Chapter 7
)	
Debtor.)	Judge Arthur I. Harris

AGREED ORDER GRANTING
TRUSTEE'S MOTION FOR ENTRY OF ORDER (I) AUTHORIZING AND
APPROVING SALE OF SPECIFIC REAL PROPERTY FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES, (II) APPROVING BIDDING PROCEDURES FOR
THE SALE OF SPECIFIC REAL PROPERTY, (III) APPROVING FORM AND
MANNER OF NOTICE, (IV) VACATING PRIOR SALE ORDERS PERTAINING TO
CERTAIN PROPERTY AND (V) MODIFYING PRIOR ORDERS PERTAINING TO
CERTAIN PROPERTY

This matter is before the Court upon the motion (the "Motion") dated June 2, 2020, filed by Kari B. Coniglio (the "Trustee"), the chapter 7 trustee for the bankruptcy estate of Richard M. Osborne (the "Debtor"), for entry of an order (i) authorizing and approving the sale of the real property identified in the attached Schedule A (collectively and individually, the "Subject

Bankruptcy Sale - Multiple Parcels

Property”), free and clear of liens, claims, and encumbrances to the party or parties that submit the highest and best bid(s) in a competitive and interactive bidding process, (ii) approving the bidding and other procedures relating to the sale of the Subject Property (collectively, the “Bidding Procedures”), (iii) approving the form and notice of the Bidding Procedures (the “Bidding Procedures Notice”), (iv) vacating prior sale orders pertaining to certain property and (v) modifying prior orders pertaining to certain property and the Answer (the “Response”) of Defendant Tax East Ohio, LLC (“Tax Ease”) [Doc. 916]. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. The Motion and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this case is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Notice of the Motion was adequate and appropriate under the circumstances, and no other or further notice be is required. The relief requested in the Motion is in the best interest of the Debtor’s estate, his creditors, and other parties-in-interest, and the Court has determined that the legal and factual base set forth in the Motion establish just cause for the relief granted herein. There were no objections to the relief sought in the Motion, other than the Response of Tax Ease which is resolved by this Agreed Order. Accordingly, after due deliberation and sufficient cause appearing, it is hereby ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Trustee is authorized and approved to sell the Subject Property free and clear of all liens, claims, and encumbrances to the party or parties that submit the highest and best bid(s) in a competitive and interactive bidding process subject to this Order and the Bidding Procedures.
3. The sale of each Subject Property shall be subject to the published reserve price/minimum bid identified on Schedule A.

Bankruptcy Sale - Multiple Parcels

4. The Bidding Procedures set forth in **Exhibit 2** to the Motion are incorporated by reference in their entirety as if fully set forth at length herein, are approved in their entirety, and shall be effective and binding on all parties as if such Bidding Procedures were set forth in this Order.

5. The Trustee may adopt such other procedures that, in her reasonable judgment, will best promote the goal of a fair and competitive bidding process consistent with the Bidding Procedures, this Order, and any other applicable orders of the Court.

6. The Bidding Procedures Notice is approved and shall be served no later than 60 days after entry of this Order, unless extended by order of the Court.

7. No creditor with an asserted interest in any Subject Property shall have a credit bid right to offset at closing.

8. The Trustee shall conduct the competitive and interactive bidding process in accordance with the terms and conditions of the Bidding Procedures.

9. Any sale of any Subject Property shall be made on the same or substantially similar terms to those set forth in the Purchase Agreement, attached as **Exhibits 3(a) and 3(b)** to the Motion.

10. The Winning Bidder¹ for each Subject Property shall be deemed a good faith purchaser under section 363(m) of title 11 of the United States Code (the “**Bankruptcy Code**”).

11. No later than thirty (30) days after any sale closes, the Trustee will file a sale report for such sale with the Court identifying, at a minimum, the Winning Bidder, the Sale Proceeds, an accounting of the Sale Proceeds, and any other information required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, or any order of this Court.

¹ Unless otherwise defined herein, capitalized terms shall have the same meanings as in the Motion.

Bankruptcy Sale - Multiple Parcels

12. Lake County Title shall distribute from the Sale Proceeds from the sale of any Subject Property, pursuant to section 506(c) of the Bankruptcy Code, (a) any and all accrued, unpaid real estate taxes and assessments related to such Subject Property, including such amounts subject to valid and outstanding tax certificates, (b) to pay any and all closing costs pursuant to the terms of the Purchase Agreement, and (c) the cost of title work performed by Lake County Title in relation to the sale of such Subject Property.

13. The Trustee shall maintain the Net Sale Proceeds in a segregated bank account maintained by the Trustee.

14. The Trustee shall distribute from the Net Sale Proceeds, pursuant to section 506(c) of the Bankruptcy Code, the Broker's out-of-pocket marketing expenses not to exceed \$5,000.00, but only to the extent those expenses have been approved through an application and order of the Court.

15. The Trustee shall distribute from the Net Sale Proceeds, pursuant to section 506(c) of the Bankruptcy Code, the Trustee's out of pocket expenses, including attorney's fees, but only to the extent those expenses have been approved through an application and order of the Court.

16. After the payment of any marketing expenses and other surcharges approved of by this Court, the Trustee shall (1) distribute 88% of the remaining Net Sale Proceeds derived from parcels subject to Citizens' first priority lien position to be applied to Citizens' allowed secured claim; (2) distribute 88% of the remaining Net Sale Proceeds derived from the parcels subject to Erie Bank's first priority secured claim (with any surplus being disbursed to Citizens, which holds the second priority lien position); and (3) retain the remaining 12% of the Net Sale Proceeds derived from parcels subject to Citizens' and Erie Bank's first priority lien interest as the Carveout

Bankruptcy Sale - Multiple Parcels

Amount and 100% of the Net Sale Proceeds derived from the parcels subject to Farely's and YellowBrick's first priority mortgage lien interests for the benefit of the estate.

17. The *Order Granting, in part, Motion of Richard M. Osborne to Sell a Parcel of Real Property Located at Plaza Boulevard, Mentor OH Free of any Interest of any Entity Other than the Estate* [Dkt. No. 463] and the *Agreed Order Granting Joint Motion of Richard M. Osborne, Citizens Bank, N.A., and Chapter 7 Trustee, to Modify Order Granting, in part, Motion of Richard M. Osborne to Sell a Parcel of Real Property Located at Plaza Boulevard, Mentor, Ohio, Free of any Interest of any Entity other than the Estate* [Dkt. No. 846] are hereby vacated.

18. The *Agreed Order Granting Motion of Erie Bank, a Division of CNB Bank S/B/M to Lake National Bank for Relief from Stay and Abandonment (7317 Reynolds Road, Mentor, Ohio)* [Dkt. No. 727] and *Agreed Order Granting Motion of Erie Bank, a Division of CNB Bank S/B/M to Lake National Bank for Relief from Stay and Abandonment (11579 Girdled Road, Concord, Ohio 44077)* [Dkt. No. 728] are each modified to provide that (1) the Reynolds Parcel and 11579 Girdled Road Parcel shall not be abandoned pursuant to 11 U.S.C. §554 until September 15, 2020; (2) the Trustee shall have through and including September 15, 2020 in which to market and to consummate a sale of the Reynolds Parcel and the 11579 Girdled Road Parcel pursuant to the Bidding Procedures; and (3) the Trustee shall receive the Carveout Amount described herein as opposed to 15% of net proceeds.

19. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation and/or interpretation of this Order.

#

Respectfully submitted,

Residential Purchase Agreement

Exhibit A(1)

Agreement

Bankruptcy Sale - Multiple Parcels

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

1. THIS RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made by and between Kari B. Coniglio, as Chapter 7 Trustee for the Bankruptcy Estate of Richard M. Osborne in United States Bankruptcy Court, Northern District of Ohio Case Number 17-17361 ("Seller") and _____ ("Buyer"). The "Effective Date" of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Buyer, if Buyer is the last to sign.

2. THE PROPERTY. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein contained, Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property (as defined below):

Property Address: _____

Permanent Parcel Number: _____

As further described in Exhibit A, attached hereto and incorporated herein by this reference.

The "Property" shall include the land described above, along with all easements, hereditaments, appurtenances, all buildings and fixtures in their present condition.

3. PURCHASE PRICE. The price shall be \$ _____, plus a \$500 transaction fee (collectively, the "Purchase Price"), to be paid at Closing (as hereinafter defined) in immediately available funds. Buyer shall pay the Purchase Price to Seller as follows: (i) within five (5) business days following the Effective Date, Buyer shall deposit _____ Dollars (\$ _____) with the Escrow Agent (as defined in Section 8, below) in escrow as an earnest money deposit (the "Deposit"); and (ii) Buyer shall deposit the Purchase Price, less the Deposit and the credits authorized to Buyer hereunder, in immediately available funds, in escrow with the Escrow Agent on or prior to the Closing Date (as defined below).

4. FINANCING CONTINGENCY. NONE.

5. CONDITION OF THE PROPERTY; DISCLOSURES.

A. Purchase of the Property "As-Is". **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER DOES HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE TO AND WITH SELLER THAT: (I) BUYER IS EXPRESSLY PURCHASING THE PROPERTY IN ITS EXISTING CONDITION "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS; (II) SELLER HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR TO COMPENSATE BUYER FOR SAME; (III) SELLER HAS**

Bankruptcy Sale - Multiple Parcels

SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY BUYER OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE PROPERTY AND OF ALL RISK OF ADVERSE CONDITIONS AND HAVE STRUCTURED THE PURCHASE PRICE AND OTHER TERMS OF THIS AGREEMENT IN CONSIDERATION THEREOF; (IV) BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, LEGAL COUNSEL AND OFFICERS TO DETERMINE IF THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY; (V) SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY MATERIALS OR OTHER DATA PROVIDED BY SELLER TO BUYER (WHETHER PREPARED BY OR FOR THE SELLER OR OTHERS) OR THE EDUCATION, SKILLS, COMPETENCE OR DILIGENCE OF THE PREPARERS THEREOF OR THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF ALL OR ANY PART OF THE PROPERTY AS AN INDUCEMENT TO BUYER TO ENTER INTO THIS AGREEMENT AND THEREAFTER TO PURCHASE THE PROPERTY OR FOR ANY OTHER PURPOSE; AND (VI) BY REASON OF ALL THE FOREGOING, BUYER ASSUMES THE FULL RISK OF ANY LOSS OR DAMAGE FOLLOWING CLOSING OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER DOES NOT REPRESENT OR IN ANY WAY WARRANT THE ACCURACY OF ANY MARKETING INFORMATION OR PAMPHLETS LISTING OR DESCRIBING THE PROPERTY OR THE INFORMATION, IF ANY, PROVIDED BY SELLER TO BUYER.

B. No Warranties. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, ZONING, LAND VALUE, SUBDIVISION OR LAND USE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

C. State of Ohio Residential Property Disclosure Form. (Check one).

☐ Seller has already delivered a copy of the Disclosure Form to Buyer.

Bankruptcy Sale - Multiple Parcels

- ☐ Seller shall deliver a copy of the Disclosure Form to Buyer within 3 days following the date of this Agreement.

☒ This transaction is exempt from the Disclosure Form requirements.

D. MEGAN'S LAW. Seller warrants that Seller has received no notice pursuant to Ohio's sex offender law with respect to the Property. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

6. DAMAGE. If any portion of the Property is damaged or destroyed after the contract date but prior to Closing, Seller shall promptly notify Buyer of such damage. If the amount of damage (determined by the insurance adjuster) exceeds the lesser of 10% of the Purchase Price or \$50,000.00, then Buyer shall have the option, to be exercised by notice to Seller not later than 5 days after notice from Seller, to: (a) complete the transaction, or (b) terminate this Agreement. The failure of Buyer timely to exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is less than the amount specified above, then Buyer shall be required to accept the Property and close "as-is".

7. TITLE AND OTHER DILIGENCE.

A. Seller shall convey title to the Property to Buyer, or Buyer's nominee, by fiduciary deed (the "Deed").

B. Buyer shall have the opportunity to obtain an ALTA Owner's Policy of Title Insurance (the "Title Policy") issued by _____ (the "Title Company") insuring title to the Property to be good in Buyer, or its nominee, as of the filing of the Deed for record.

C. Seller shall make no representation or warranty as to the physical condition of the Property and Buyer, except as provided elsewhere in this contract, shall accept the Property on the Closing Date in its "as is" condition.

8. ESCROW. The "Escrow Agent" for this transaction shall be the Title Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date. The Escrow Agent shall file the Deed for record (the "Closing") and complete

Bankruptcy Sale - Multiple Parcels

this transaction in accordance with the provisions of this Agreement on the 45th day after the date of this Agreement, or on such other date as Buyer and Seller may mutually agree in writing (the "Closing Date"), provided that the Escrow Agent has received all funds and documents required to be deposited with it for the Closing and the Title Company is in a position to issue the Title Policy. Notwithstanding the foregoing, the Closing Date shall be extended so long as Seller is pursuing approval of this Agreement from the Court, as set forth in Section 16. Seller shall deliver possession of the Property to Buyer on the Closing Date.

10. PRORATIONS, CHARGES AND CREDITS.

A. Real estate taxes, assessments (general and special) shall be prorated as of the Closing Date, with Seller being responsible for all real estate taxes and assessments prior to the Closing Date, using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate. The proration of taxes and assessments as of the Closing Date shall be final.

B. All closing costs, including, but not limited to, the costs of the Title Commitment, Title Policy, transfer and conveyance fees, recording costs and escrow fees, shall be paid by Buyer. Unless expressly set forth in this Agreement, Seller shall have no responsibility for any costs or payments at Closing.

11. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing (including electronic mail) and shall be deemed given upon actual receipt, and shall be addressed as provided for in Exhibit B.

12. DEFAULT; REMEDIES. Time is of the essence of this Agreement. If Buyer fails to make payment of the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for 5 days following written notice from Seller, then Seller may terminate this Agreement. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for 5 days following written notice from Buyer, Buyer may elect to terminate this Agreement, which shall be its sole remedy; provided, however, Buyer may not terminate this Agreement in the event Seller is diligently pursuing approval of this Agreement by the Court pursuant to Section 16, below.

13. ENTIRE AGREEMENT. This Agreement, including any addendum, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title.

14. PARTIES BOUND AND BENEFITED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. REAL ESTATE BROKER. (Check one):

Bankruptcy Sale - Multiple Parcels

___ A. No real estate broker is owed a commission in connection with the sale of the Property.

___ B. Upon Closing, Seller agrees to pay a total commission of \$ _____ to _____. The Escrow Agent is instructed to pay said commission from Seller's proceeds.

16. CONDITION PRECEDENT. It shall be condition precedent to Seller's obligations hereunder that Seller shall have received all necessary authorizations and approvals from the Court in United States Bankruptcy Court, Northern District of Ohio Case Number 17-17361 (the "Court").

17. ADDITIONAL PROVISIONS. Attached hereto and made part of this Agreement are Addendum Clauses _____ setting forth additional and/or alternative provisions of this Agreement.

[Signature Page Follows]

Bankruptcy Sale - Multiple Parcels

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

SELLER:

BUYER:

By: _____
Kari B. Coniglio, as Chapter 7 Trustee
for the Bankruptcy Estate of Richard M.
Osborne in United States Bankruptcy
Court, Northern District of Ohio Case
Number 17-17361

By: _____

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Section 8 of this Agreement.

By: _____
Name: _____
Title: _____
Date: _____

Bankruptcy Sale - Multiple Parcels

ADDENDUM
(if necessary)

SELLER:

BUYER:

By: _____
Kari B. Coniglio, as Chapter 7 Trustee
for the Bankruptcy Estate of Richard M.
Osborne in United States Bankruptcy
Court, Northern District of Ohio Case
Number 17-17361

By: _____

Bankruptcy Sale - Multiple Parcels

Exhibit A

Legal Description of Property

Exhibit B

Notice Addresses

If to Seller: Kari B. Coniglio
Vorys, Sater, Seymour and Pease LLP
200 Public Square, Suite 1400
Cleveland, Ohio 44114
Email: kbconiglio@vorys.com

with a copy to: _____

If to Buyer: _____

with a copy to: _____

General Purchase Agreement

Exhibit A(2)

Agreement

Bankruptcy Sale - Multiple Parcels

REAL ESTATE PURCHASE AGREEMENT

1. THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made by and between Kari B. Coniglio, as Chapter 7 Trustee for the Bankruptcy Estate of Richard M. Osborne in United States Bankruptcy Court, Northern District of Ohio Case Number 17-17361 ("Seller") and _____ ("Buyer"). The "Effective Date" of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Buyer, if Buyer is the last to sign.

2. THE PROPERTY. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein contained, Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property (as defined below):

Property Address: _____

Permanent Parcel Number: _____

As further described in Exhibit A, attached hereto and incorporated herein by this reference.

The "Property" shall include the land described above, along with all easements, hereditaments, appurtenances, all buildings and fixtures in their present condition.

3. PURCHASE PRICE. The price shall be \$ _____, plus a \$500 transaction fee payable to the Seller (collectively, the "Purchase Price"), to be paid at Closing (as hereinafter defined) in immediately available funds. Buyer shall pay the Purchase Price to Seller as follows: (i) within five (5) business days following the Effective Date, Buyer shall deposit _____ Dollars (\$ _____) with the Escrow Agent (as defined in Section 8, below) in escrow as an earnest money deposit (the "Deposit"); and (ii) Buyer shall deposit the Purchase Price, less the Deposit and the credits authorized to Buyer hereunder, in immediately available funds, in escrow with the Escrow Agent on or prior to the Closing Date (as defined below).

4. FINANCING CONTINGENCY. NONE.

5. CONDITION OF THE PROPERTY.

A. Purchase of the Property "As-Is". **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER DOES HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE TO AND WITH SELLER THAT: (I) BUYER IS EXPRESSLY PURCHASING THE PROPERTY IN ITS EXISTING CONDITION "AS IS, WHERE IS, AND WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER WITH RESPECT TO ALL FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS; (II) SELLER HAS NO OBLIGATION TO INSPECT FOR, REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS**

Bankruptcy Sale - Multiple Parcels

OR DEFECTS OR TO COMPENSATE BUYER FOR SAME; (III) SELLER HAS SPECIFICALLY BARGAINED FOR THE ASSUMPTION BY BUYER OF ALL RESPONSIBILITY TO INSPECT AND INVESTIGATE THE PROPERTY AND OF ALL RISK OF ADVERSE CONDITIONS AND HAVE STRUCTURED THE PURCHASE PRICE AND OTHER TERMS OF THIS AGREEMENT IN CONSIDERATION THEREOF; (IV) BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS OWN CONSULTANTS, AGENTS, LEGAL COUNSEL AND OFFICERS TO DETERMINE IF THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY; (V) SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ANY MATERIALS OR OTHER DATA PROVIDED BY SELLER TO BUYER (WHETHER PREPARED BY OR FOR THE SELLER OR OTHERS) OR THE EDUCATION, SKILLS, COMPETENCE OR DILIGENCE OF THE PREPARERS THEREOF OR THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF ALL OR ANY PART OF THE PROPERTY AS AN INDUCEMENT TO BUYER TO ENTER INTO THIS AGREEMENT AND THEREAFTER TO PURCHASE THE PROPERTY OR FOR ANY OTHER PURPOSE; AND (VI) BY REASON OF ALL THE FOREGOING, BUYER ASSUMES THE FULL RISK OF ANY LOSS OR DAMAGE FOLLOWING CLOSING OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER DOES NOT REPRESENT OR IN ANY WAY WARRANT THE ACCURACY OF ANY MARKETING INFORMATION OR PAMPHLETS LISTING OR DESCRIBING THE PROPERTY OR THE INFORMATION, IF ANY, PROVIDED BY SELLER TO BUYER.

B. No Warranties. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, ZONING, LAND VALUE, SUBDIVISION OR LAND USE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WITH RESPECT TO THE LAND OR PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

6. Intentionally Deleted.

Bankruptcy Sale - Multiple Parcels

7. TITLE AND OTHER DILIGENCE.

A. Seller shall convey title to the Property to Buyer, or Buyer's nominee, by fiduciary deed (the "Deed").

B. Buyer shall have the opportunity to obtain an ALTA Owner's Policy of Title Insurance (the "Title Policy") issued by _____ (the "Title Company") insuring title to the Property to be good in Buyer, or its nominee, as of the filing of the Deed for record.

C. Seller shall make no representation or warranty as to the physical condition of the Property and Buyer, except as provided elsewhere in this contract, shall accept the Property on the Closing Date in its "as is" condition.

8. ESCROW. The "Escrow Agent" for this transaction shall be the Title Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date. The Escrow Agent shall file the Deed for record (the "Closing") and complete this transaction in accordance with the provisions of this Agreement on the 45th day after the date of this Agreement, or on such other date as Buyer and Seller may mutually agree in writing (the "Closing Date"), provided that the Escrow Agent has received all funds and documents required to be deposited with it for the Closing and the Title Company is in a position to issue the Title Policy. Notwithstanding the foregoing, the Closing Date shall be extended so long as Seller is pursuing approval of this Agreement from the Court, as set forth in Section 16. Seller shall deliver possession of the Property to Buyer on the Closing Date.

10. PRORATIONS, CHARGES AND CREDITS.

A. Real estate taxes, assessments (general and special) shall be prorated as of the Closing Date, with Seller being responsible for all real estate taxes and assessments prior to the Closing Date, using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate. The proration of taxes and assessments as of the Closing Date shall be final.

B. All closing costs, including, but not limited to, the costs of the Title Commitment, Title Policy, transfer and conveyance fees, recording costs and escrow fees, shall be paid by Buyer. Unless expressly set forth in this Agreement, Seller shall have no responsibility for any costs or payments at Closing.

Bankruptcy Sale - Multiple Parcels

11. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing (including electronic mail) and shall be deemed given upon actual receipt, and shall be addressed as provided for in Exhibit B.

12. DEFAULT; REMEDIES. Time is of the essence of this Agreement. If Buyer fails to make payment of the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for 5 days following written notice from Seller, then Seller may terminate this Agreement. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for 5 days following written notice from Buyer, Buyer may elect to terminate this Agreement, which shall be its sole remedy; provided, however, Buyer may not terminate this Agreement in the event Seller is diligently pursuing approval of this Agreement by the Court pursuant to Section 16, below.

13. ENTIRE AGREEMENT. This Agreement, including any addendum, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title.

14. PARTIES BOUND AND BENEFITED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. REAL ESTATE BROKER. (Check one):

☐ A. No real estate broker is owed a commission in connection with the sale of the Property.

☐ B. Upon Closing, Seller agrees to pay a total commission of \$ _____ to _____. The Escrow Agent is instructed to pay said commission from Seller's proceeds.

16. CONDITION PRECEDENT. It shall be condition precedent to Seller's obligations hereunder that Seller shall have received all necessary authorizations and approvals from the Court in United States Bankruptcy Court, Northern District of Ohio Case Number 17-17361 (the "Court").

17. ADDITIONAL PROVISIONS. Attached hereto and made part of this Agreement are Addendum Clauses _____ setting forth additional and/or alternative provisions of this Agreement.

[Signature Page Follows]

Bankruptcy Sale - Multiple Parcels

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

SELLER:

BUYER:

By: _____
Kari B. Coniglio, as Chapter 7 Trustee
for the Bankruptcy Estate of Richard M.
Osborne in United States Bankruptcy
Court, Northern District of Ohio Case
Number 17-17361

By: _____

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Section 8 of this Agreement.

By: _____
Name: _____
Title: _____
Date: _____

Bankruptcy Sale - Multiple Parcels

ADDENDUM
(if necessary)

SELLER:

BUYER:

By: _____
Kari B. Coniglio, as Chapter 7 Trustee
for the Bankruptcy Estate of Richard M.
Osborne in United States Bankruptcy
Court, Northern District of Ohio Case
Number 17-17361

By: _____

Bankruptcy Sale - Multiple Parcels

Exhibit A

Legal Description of Property

Exhibit B

Notice Addresses

If to Seller: Kari B. Coniglio
Vorys, Sater, Seymour and Pease LLP
200 Public Square, Suite 1400
Cleveland, Ohio 44114
Email: kbconiglio@vorys.com

with a copy to: _____

If to Buyer: _____

with a copy to: _____

Draft Title Commitments

(See separate file for this information)