

REAL ESTATE CONTRACT — COMBINATION SHORT FORM

Adopted by The Columbus Real Estate Board

EDGAR R. JOHNSON, Realtor
8 East Long Street
CA. 1-7875

Columbus, Ohio, December 19, 1958

I hereby agree to Purchase through you, as Broker, for the consideration and upon the terms hereinafter stated, the following described real property located in Franklin County, Ohio: and known as 175 W. 11th Avenue, Columbus, O., being the southeast corner of W. 11th & Worthington Street and being a part of Reserve A of University Heights Addition. Lot size is 79' x 170.47'.

Total consideration is \$38,000.00 NET. By net is meant that the seller is not obligated to pay any commission.

TERMS: \$10,000.00 upon acceptance of this offer and the placing of deed in escrow together with evidence of good title, and the balance at any time, at the option of the sellers, on or before two years from this date.

CONSIDERATION: Terms: XX Grantor to pay any and all taxes that are a lien upon the property upon date of delivery of deed.

RENTALS: Grantor warrants the rentals to be as follows:

POSSESSION: Upon final payment. Title to be taken in name of purchaser or his assigns.

ABSTRACT AND DEED: Grantor shall, at his option, furnish a complete original abstract of title, continued at least to the date this offer is accepted, or an Owner's Title Policy in the amount of the total purchase price, the abstract showing in Grantor or the policy insuring in Grantee good and merchantable title in fee simple, free and clear of all liens and incumbrances excepting (1) those specifically set forth herein; (2) restrictions, conditions and utility easements created as part of a general plan for the subdivision in which property is located; and (3) zoning ordinances and legal highways. Grantor shall indemnify Grantee against all claims for material or labor, hereby warrants that all buildings on said premises lie wholly within the boundary lines thereof, and shall convey said premises by general warranty deed, with release of dower, free and clear of all liens and incumbrances, except those above mentioned and the following:

TAXES: Grantor shall pay all delinquent taxes, penalties and interest and the current installment due and payable in as above 19.....; Grantee shall pay all taxes due and payable thereafter.

SPECIAL ASSESSMENTS: Grantor shall pay all delinquent and reassessed assessments in full and all current assessments due and payable in as above 19.....; Grantee shall pay all due and payable thereafter.

The consideration shall include all meters, furnaces, firing and furnace control apparatus, aerals, attached mirrors, fireplace heaters, heating appliances, (gas ranges and movable fireplace equipment and window ventilating equipment not included), gas, electric, bath room and lavatory fixtures. Built-in equipment, attached or affixed linoleum, window shades, curtain rods and poles, venetian blinds, pergolas, arbors, shrubs, plants and trees, and awnings, fly screens, auxiliary doors and windows, and porch blinds belonging to the seller and pertaining to the premises, whether now on the premises or in storage; and the following chattels and equipment:

ADJUSTMENTS: Rentals shall be prorated to date of delivery of deed. Water and sewer charges shall be paid by Grantor to date of delivery of deed. All loss by fire or other casualty shall be borne by Grantor until delivery of deed.

INSURANCE: To be transferred at option of purchaser

This contract sets forth all the agreements between the parties, and no warranties or representations have been made by the seller or the Broker except those specifically set forth herein.

In consideration of your services as agent, this proposal is irrevocably in effect to and including Dec. 22, 1958. This transaction shall be closed within as above days after acceptance hereof or as soon thereafter as possible.

I hereby deposit with you \$500. earnest money to be held by you in trust until this proposal, or any modification thereof which I may approve, is accepted, and all conditions fulfilled; if not accepted, the deposit shall be returned upon surrender of receipted copy hereof.

I agree to pay you as agent, a commission of par 1 % on the accepted price of my property, for securing acceptance hereof, and agree that in case of an exchange of properties, commissions may be received from both owners.

The commission on my property is: \$.....

If I fail to fulfill my part of this contract within days after acceptance hereof, I agree to pay you the total commissions on all property involved herein.

I accept the above agency and acknowledge receipt of said \$500. earnest money.

Edgar R. Johnson Broker

Robert V. Roman