

LAND CONTRACT

This agreement made by and between Mary C. Harris, an unmarried woman, whose post office address is 7681 Harris Road, Celina, OH 45822, herein designated Seller whether one or more than one, and Mark Harris, whose post office address is 8078 South St. (Neptune), Celina, OH 45822, herein designated Buyer whether one or more than one.

Seller for herself, her heirs, successors and assigns, agrees to sell and convey and Buyers, jointly and severally, for themselves, their heirs, successors and assigns, agree to purchase and pay for upon and under the provisions, terms and conditions herein set forth, the following described real estate:

Situated in the Village of Neptune, County of Mercer and State of Ohio, bounded and described as follows:

Being Lot Numbered Seventy-two (72) in the unincorporated Village of Neptune, as shown on the recorded plat thereof, subject to all easements, restrictions and conditions of record.

The last recorded transfer of the premises, by which the Seller took title, is recorded in Mercer County, Ohio, Deed Records Volume 321, Page 321 and Volume , Page of the Mercer County, Ohio, Official Records. Instrument # 200800002304

Parcel No. 06-033800.0000

Tax Map No. 06-14-309-007

1. CONTRACT PRICE AND PAYMENT: Buyer agrees to pay Seller for said real estate the sum of Twenty-two Thousand (\$22,000.00) Dollars, payable as follows:

(a) The sum of NONE down payment upon the execution hereof, receipt of which by Seller is hereby acknowledged.

(b) Additional charges or fees included separate from contract price, other than those specifically mentioned elsewhere in this agreement, are NONE.

(c) The balance of Twenty-two Thousand (\$22,000.00) Dollars, (which is the contract price plus additional charges or fees less down payment) together with interest on unpaid balances, shall be payable in consecutive equal monthly installments in the amount of Three Hundred Thirty-two and 5/100 (\$332.05) Dollars, plus one-twelfth (1/12) of the annual hazard insurance payment and real estate taxes and assessments. Payments shall be due on or before the 15th day of each and every month. If late, fee after ten (10) days is ten (10%) percent of the late payment for each month delinquent. If late over thirty (30) days, contract is forfeited.

(d) Interest on unpaid balances due hereon shall be seven (7%) percent per annum, and which interest is included in the monthly payments.

(e) Upon default by Buyer of any of the conditions herein, Seller may at her option and without notice to buyer increase the interest rate payable hereon by two per cent per annum.

(f) Monthly installments due hereunder shall be paid at such place as Seller shall designate and time is of the essence in the payment thereof. Initially Buyer shall make payments by direct deposit into Mary Harris' account at The Peoples Bank Co.

2. POSSESSION. Buyer shall have possession of said premises on or before closing and until the condition or conditions of this contract are broken.

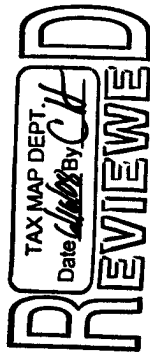
3. TAXES, ASSESSMENTS, UTILITIES, AND OTHER CHARGES. Buyers agree to pay their cost of all utilities serving said premises and other charges against the premises from the date of their possession; and the real estate taxes and assessments are payable monthly in addition to the above stated monthly payment, in equal amounts, monthly. Initially, the monthly payment for taxes and assessments is \$43.52.

If Buyer fails to do so, Seller may pay such utilities, taxes and assessments and other charges against the premises for the account of Buyer and the same shall

TRANSFER NOT NECESSARY

JUN 16 2008

MARK GIESIGE
COUNTY AUDITOR
MERCER COUNTY, OHIO



become a part of the indebtedness due under this agreement and shall be paid by Buyer to Seller on the first installment date after Seller notifies Buyer of said payment.

4. MAINTENANCE AND INSURANCE. Buyer shall keep the premises herein sold, painted and in as good a condition as they now are, ordinary wear and tear excepted. Buyer shall make no change or alteration having a cost in excess of \$500.00 to the premises herein sold nor any room additions without the prior written consent of Seller. Failure to obtain consent shall be a default of this agreement.

Insurance will be maintained as is and shall be paid in equal monthly installments with the payment on principal and interest, and taxes and assessments.

5. ASSIGNMENT. Buyer agrees not to assign or transfer his interest under this contract without the written consent of Seller. Buyer shall not create, permit, or suffer any liens or encumbrances except the lien of real estate taxes and assessments against said premises. Assignment by operation of law shall be cause for immediate termination and forfeiture of this contract.

6. MORTGAGES. The Buyer hereby consents to existing mortgages as follows:
NONE

7. OTHER ENCUMBRANCES. In addition to any mortgage described above, and real estate taxes and assessments as provided herein, the following encumbrances apply to the premises: all existing easements.

The following pending orders of any public agency apply against the property: NONE

8. DEED. Upon performance of all conditions of this contract, Seller shall convey said premises to Buyer by general warranty deed or such other deed as is available when Seller is legally unable to deliver a deed of general warranty, said deed conveying to Buyer, good and merchantable title in fee simple free and clear of all liens and encumbrances, excepting (1) taxes and assessments; (2) restrictions, conditions and easements of record; (3) zoning ordinances and all legal highways; and, (4) liens and encumbrances arising by, from, through, or under buyer or Buyer's successor in interest.

9. STATEMENT. Seller agrees annually, or on demand of buyer, but not more than twice a year, to furnish to Buyer by a statement of the amount credited to principal and interest and the balance due, and the parties may use a passbook or other record for such purposes.

10. DEFAULT. If Buyer shall fail to pay one of said installments of purchase money or interest when the same becomes due, or within thirty (30) days thereafter, or shall fail to pay any of said taxes and assessments and other charges when the same are due and payable or shall fail to insure said buildings, or shall do or fail to do anything which causes a default or penalty in Seller's mortgage, if any, or shall fail to comply with any of the other terms and conditions hereof, after thirty (30) days from date of default, then all of the installments and amounts remaining unpaid shall immediately become due and payable; or seller may, at her option, terminate this agreement.

In the event Seller elects to terminate this agreement, after thirty (30) days default as provided above, Seller shall serve on buyer, or his successor in interest, if known to the Seller, a written notice which: (a) reasonably identifies the contract and the premises; (b) specifies the terms and conditions of the contract which have not been complied with; and (c) notifies the Buyer that the contract will stand forfeited unless the Buyer performs the terms and conditions of the contract within ten days of the completed service of notice, and notifies the Buyer to leave the premises. Such notice shall be served: by Seller or his successors in interest by handing a written copy of the notice to the Buyer or his successor in interest, if known, in person or by leaving it at Buyers usual place of abode or at the property which is the subject of the contract or by certified mail by mailing to the last known address of the buyer or his successor in interest.

In the event Seller elects to terminate this agreement and brings suit, the parties agree the fair rental value of the premises is \$450.00 per month and Seller may recover the difference between the amount paid by the Buyer on the contract and the fair rental value of the premises, plus an amount for the deterioration or destruction of the property occasioned by the Buyers use and any other expenses and damages of Seller.

On such termination, this agreement shall be void; and all the right, title and interest, claim and demand of the Buyer in and to said real estate and improvements shall cease and determine and Seller may retain all payments and improvements as liquidated damages. on such termination, it shall be lawful for Seller to enter upon said real estate and again have, repossess and enjoy the same as if this agreement had not been made, and until such entry Buyer shall be deemed and regarded as a tenant at will. The commencement of a proceeding in forcible detainer or in ejectment or forfeiture or otherwise, after such termination, shall be equivalent in every respect to actual entry by Seller. Failure or delay of Seller to terminate this agreement because of any default shall not operate as a waiver by Seller or his right to terminate this agreement subsequently because of the earlier, or any subsequent default of Buyer; upon default aforesaid, a court of competent jurisdiction, upon application at any time and without notice, may appoint a receiver to take possession of, manage and control said real estate, collect the rents and profits thereof, and apply the net proceeds to the payment of taxes, assessments, and insurance premiums and encumbrances and other charges against the property, or any of them, or in the reduction of Buyer's debt, as Seller may elect. Upon default aforesaid, Buyer agrees to pay Seller reasonable rent as set out above on a per diem basis for the period Buyer is in possession of said real estate after said default.

If a receiver is appointed for Buyer, or if Buyer becomes bankrupt, or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any court to enforce any lien on, claim against, or interest in the above described real estate seeking to reach the interest of Buyer in the premises herein sold, this contract shall be in default at once and the unpaid balance of this contract together with interest and other charges thereon shall at once become due and payable at the option of the Seller, and Seller may elect to terminate this contract and to retain all payments and improvements and increase in value as and for liquidated damages, which would otherwise be difficult to determine.

Seller's remedies provided herein are not exclusive and Seller at his election, may pursue all other available remedies, whether legal or equitable.

11. GENERAL PROVISIONS. Purchasers acknowledge that they are purchasing the premises in an "as is" condition and that no warranties, express or implied, have been made to them other than as set forth in the standard covenants of title in the Warranty Deed proposed above. Should Purchaser wish to conduct an environmental audit, he may do so at his own expense prior to closing, and may be excused from performance should such audit results be unsatisfactory to Purchaser. Should Purchaser elect to not conduct an environmental audit, or should Purchaser elect to close on this transaction upon the receipt of an environmental audit report, he shall be deemed to have waived any claim against Seller resulting therefrom.

Attached hereto is a disclosure of information on Lead-Based paint and/or hazards, hereby incorporated by reference herein as if rewritten in full herein.

Buyer has examined all property involved and is relying solely upon such examination with reference to the condition, character and size of the land and improvements thereon.

This contract shall be governed by the laws of the State of Ohio.

Each signatory party hereto shall be bound irrespective of prior negotiation contemplating binding other parties not signatory hereto and the release of a signatory party hereto shall not release other signatory parties hereto.

In the event any provision of this contract shall be determined to violate the laws of Ohio, such provision shall be deemed severable and shall not affect the other provisions of this contract.

The Buyer shall record, at his expense, an executed copy of this contract, within twenty (20) days after signature by all parties.

The masculine gender as used herein, shall include all genders.

The parties have signed duplicates hereof, each of which may be treated as the original hereof on the dates shown below. Seller and Buyer each acknowledge receipt of an executed copy of this agreement.

Mary C Harris
Mary C Harris

Mark E Harris
Mark Harris

STATE OF OHIO, COUNTY OF MERCER, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Mary C. Harris, an unmarried woman, who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Celina, Ohio, this 9th day of June A.D., 2008.

SEAL

Joanne Jenkins
Notary Public
JOANNE JENKINS
Notary Public - State of Ohio
My Commission Expires Feb. 7, 2010

STATE OF OHIO, COUNTY OF MERCER, SS:

Before me, a Notary Public in and for said County, personally appeared the above named Mark Harris, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Celina, Ohio, this 9th day of June A.D., 2008.

SEAL

Joanne Jenkins
Notary Public
JOANNE JENKINS
Notary Public - State of Ohio
My Commission Expires Feb. 7, 2010

This instrument prepared by:
Meikle, Tesno & Luth, Attorneys
100 N. Main St., P. O. Box 485
Celina, Ohio 45822