

1675 Industrial

COPY

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

1. **Description.** The undersigned Seller agrees to sell and the undersigned Buyer agrees to buy, on the terms and conditions hereinafter set forth, the real estate more fully described on Schedule A (which is attached to this contract and by reference made a part of this contract for all purposes).
2. **Price and Payment.** The total purchase price is \$4,000.00, payable as follows: \$ -0- upon execution hereof, which Seller acknowledges has been paid, and the balance in cash or its equivalent at closing.
3. **Reservations.** Seller reserves the right to remove the following items prior to closing: None.
4. **Inclusions.** The following items are included within the purchase price and shall pass to Buyer at closing: None.
5. **Taxes, Assessments and Recoupment Charges.** Real estate taxes and installments of assessments, if any, shall be prorated and adjusted at closing between Seller and Buyer for the tax year(s) 1994 on the basis of the last available tax duplicate in accordance with the custom followed in Henry County, Ohio. In addition, Buyer shall be responsible for and pay all recoupment charges, if any, imposed under Section 5713.34 of the Ohio Revised Code and as later amended.
6. **Closing.** Closing of this transaction shall be accomplished by Buyer paying to Seller the balance of the purchase price and by Seller executing and delivering to Buyer a legally sufficient, transferrable and recordable general warranty deed conveying good and marketable title to said real estate, subject only to the following, if any, as long as the same do not render the title thereto unmarketable: legal highways; subsisting easements; recorded leases; taxes, installments of assessments and recoupment charges as set forth in Paragraph 5; recorded building and use restrictions; and applicable zoning regulations. Closing shall take place on or before November 24, 1994 at the office of Michael J. Wesche, Attorney at Law, 105 West Main Street, Napoleon, Ohio 43545, unless Seller and Buyer mutually agree otherwise in writing.
7. **Title Evidence.** Seller shall furnish to Buyer as soon as practicable an attorney's certificate of title certified to a date subsequent to the date hereof covering all recorded transactions prior thereto for a period sufficient to permit a conclusion of good and marketable title in Seller under the Ohio Marketable Title Act, subject only to exceptions which the deed at closing may be subject as set forth in Paragraph 6 and exceptions to be removed or cured at closing. Any objections of Buyer to such evidence of title shall be delivered in writing to Seller within five (5) days after delivery of such evidence of title and every objection not so delivered shall be deemed to be waived, time being of the essence. If the title to said real estate shall not be marketable and if such defect cannot be remedied within a reasonable time, then Seller shall refund the entire downpayment to Buyer and the same shall be accepted by

9. Possession. Seller shall deliver possession to Buyer at closing.

10. Disclaimer of Seller. Buyer agrees that it has examined said real estate and all inclusions herein sold to Buyer and is using its own judgment as to their condition, habitability, fitness, value, character, size and shape, except statements that may be set forth in any Residential Property Disclosure Form pursuant to §5302.30 of the Ohio Revised Code. Buyer acknowledges that the execution of this contract has not been procured by any representations or warranties of Seller or agents of Seller. Said real estate and all inclusions shall be conveyed to Buyer "AS IS" in the same physical conditions existing on the date of this contract, ordinary wear and tear excepted.

11. Singular, Plural and Gender. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

12. Loan Contingency Clause. If Buyer is required to obtain a mortgage loan to finance the purchase of said real estate, Buyer, at its own expense and within three (3) business days after execution of this contract, shall make application for such loan. If Buyer is unable to obtain such loan, within a reasonable time after the date hereof, upon terms the same as or similar to those prevailing at commercial lending institutions located within the area of Henry County, Ohio at the time of execution hereof, then Seller shall repay to Buyer the entire downpayment and, thereupon, this contract shall be null and void and both parties released from the obligations hereof.

13. Enforcement. This contract shall be binding upon and shall operate for the benefit of the parties and their respective heirs, executors, administrators, other legal representatives, successors and assigns. However, under no circumstances shall Buyer assign this contract or any right, title or interest therein without obtaining the prior written consent of Seller.

14. Other Provisions. Buyer shall obtain and pay for an exact survey upon execution of this Contract.

Executed in triplicate by Seller and Buyer on the dates set forth below.

Signed and acknowledged
in the presence of:

Betsy Beavers
Spencer Beavers

VISION MOLDED PLASTICS LIMITED
BUYER

By: Ronald E. Ernsberger
Ronald E. Ernsberger,
President of Vision Holding
Company, General Partner

Dated: 10/26/94

Signed and acknowledged
in the presence of:

Spencer Beavers
Eugene Hoqrefe

SELLER:

Signed and acknowledged
in the presence of:

Robert Hogrefe
Gertrude Hogrefe

SELLER:

Gary Hogrefe
Gary Hogrefe
Dated: 11-4-94

Dated: _____

Signed and acknowledged
in the presence of:

Gertrude Hogrefe
Gay Hogrefe

SELLER:

Robert Hogrefe
Robert Hogrefe
Dated: 11-4-94

Dated: 11-4-94

Signed and acknowledged
in the presence of:

Gary Hogrefe
Gertrude Hogrefe

SELLER:

Gary Hogrefe
Dated: 11-4-94

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Lankenau
Attorney at Law
105 West Main Street
Napoleon, Ohio 43545-1797

SCHEDULE A

One (1) acre of land abutting the West property line of Vision Molded Plastics Limited, 1675 Industrial Drive, Napoleon, Ohio, which is approximately fifty (50)-feet wide and eight hundred sixty to eight hundred seventy (860-870)-feet long.

Buyer to obtain and pay for exact survey upon execution of this Contract.