

Tax year 2025 BOR no. 2024-16
County Clinton Date received 2/18/25

DTE 1
Rev. 12/22

Complaint Against the Valuation of Real Property

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

Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2

☐ Original complaint ☐ Counter complaint

Notices will be sent only to those named below.

	Name	Street address, City, State, ZIP code	
1. Owner of property	Frank Hale	79 Fairland Ave, Wilmington, OH 45177	
2. Complainant if not owner	Fralin Bradshaw	5210 S 43rd St, Rogers, AR 72758	
3. Complainant's agent			
4. Telephone number and email address of contact person	479-925-6237 fralinbradshaw47@yahoo.com		
5. Complainant's relationship to property, if not owner			
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill	Address of property		
290161504001300	79 Fairland Ave, Wilmington, OH. 45177		
7. Principal use of property	VACANT / personal		
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
290161504001300	\$60,000.00	\$113,800.00	-\$53,800.00
9. The requested change in value is justified for the following reasons: Root leak causing wall & floor damage in the dining room. Had to tear down backporch structure due to water damage.			

10. Was property sold within the last three years? ☐ Yes ☒ No ☐ Unknown If yes, show date of sale _____
and sale price \$ _____ ; and attach information explained in "Instructions for Line 10" on back.
11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.
12. If any improvements were completed in the last three years, show date n/a and total cost \$ n/a.
13. Do you intend to present the testimony or report of a professional appraiser? ☒ Yes ☐ No ☐ Unknown

2024-10

Tax year: _____
County: _____
Date received: _____
BOR no: _____

Complaint Against the Valuation of Real Property

Answer all questions and type or print all information. Read instructions on back before completing form.
Attach additional pages if necessary.
This form is for full market value complaints only. All other complaints should use DTE Form 2.
☐ Original complaint ☐ Counter complaint
Notices will be sent only to those named below.

1. Name of property owner		2. Street address, City, State, Zip code	
3. Relationship to property (if not owner)		4. Address of property	
5. Parcel number from tax bill			
6. Principal use of property			
7. The increase or decrease in market value sought. Counter-complaints supporting and/or a value may have 0 in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in value
8. The requested change in value is justified for the following reasons:			

10. Was property sold within the last three years? ☐ Yes ☒ No ☐ Unknown. If yes, show date of sale: _____
and sale price \$: _____ and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.
and total cost \$: _____ and total cost \$: _____

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

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

☐ The property was sold in an arm's length transaction.

☐ The property lost value due to a casualty.

☐ A substantial improvement was added to the property.

☐ Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

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

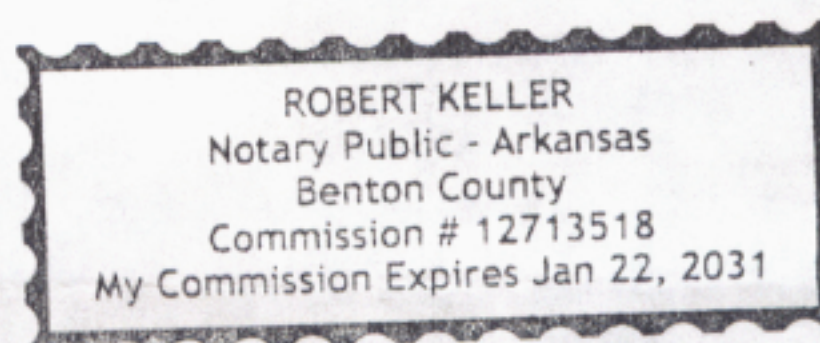
I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 2/4/25 Complainant or agent (printed) Fralin Bradshaw Title (if agent) n/a

Complainant or agent (signature) Fralin Bradshaw

Sworn to and signed in my presence, this 4th day of February 2025
(Date) (Month) (Year)

Notary [Signature] [Signature]



4. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet (Form DE-2) section 19(A)(2) for a complete explanation.

- ☐ The property was sold in an arms length transaction.
- ☐ A substantial improvement was added to the property.
- ☐ The property lost value due to a casualty.
- ☐ Occupancy change of at least 15% had a substantial economic impact on my property.

5. If the complaint is a relative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 67.19 (9)(A)(8) requires this section to be completed.

☐ The complainant has complied with the requirements of R.C. section 67.19(A)(8)(b) and (c) and provided notice prior to the filing of the resolution required by division (A)(6) of that section as required by division (A)(7) of that section.

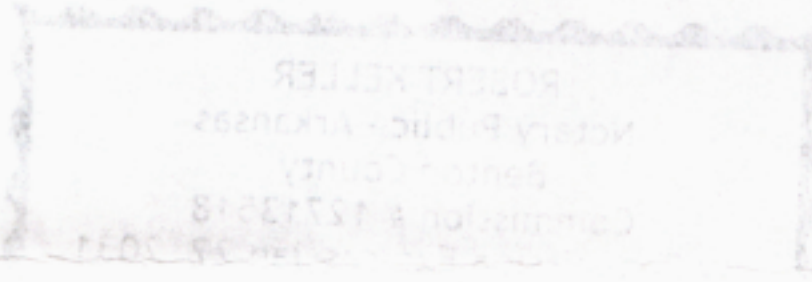
I declare under penalty of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief, it is correct and complete.

Date 11/17/2024 Complainant or agent (printed) Wanda Boudette Title (if agent) _____

Complainant or agent (signature) Wanda Boudette

Given to and signed in my presence, this _____ day of _____, 20____.

Notary _____





REALTOR® ALLIANCE of GREATER CINCINNATI

CONTRACT TO PURCHASE

This document has been prepared by REALTOR® Alliance of Greater Cincinnati and is for the use of its members only.

NOTE: This is a legally binding Contract. If not understood, seek legal advice. For real estate advice, consult a REALTOR®

1 **1. PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:
2 Address 79 Fairland Avenue City/Township Wilmington,
3 Ohio, Zip Code 45177, County Clinton, Further described as: (include county Auditor's
4 Parcel Number(s) for each and every parcel included in sale) 290161504001300
5 ("Real Estate").

6 **2. TIMELINES:** All timelines and deadlines under this Contract shall be strictly construed. Time is of the essence with
7 regard to any and all timelines. **Contract performance dates and contingencies in the Contract shall commence the**
8 **day following Contract Acceptance Date.**

9 **3. PRICE AND TERMS:** Buyer hereby agrees to pay \$ 65,000.00 ("Purchase Price") for the
10 Real Estate, payable as follows:

11 **a) EARNEST MONEY CONTINGENCY:** This contract is contingent upon Buyer providing earnest money in the amount
12 of \$ _____ ("Earnest Money"). Earnest Money shall be submitted for deposit with
13 _____, and written acknowledgement of Earnest Money deposit shall be provided
14 to Listing REALTOR® or Seller within _____ calendar days (this shall be 3 calendar days if not specified) beginning the
15 day following the Contract Acceptance Date, as hereinafter defined ("Contract"), in a trust account pending the final
16 settlement and conveyance of the purchase and sale of the Real Estate contemplated in this Contract ("Closing"). If
17 written acknowledgement of Earnest Money is not provided within the stated period, then Seller, at any time after the
18 stated period, but prior to receiving the written acknowledgement of deposit, and by Seller's sole option, may, by written
19 notice to selling REALTOR® or Buyer, terminate this Contract. If this Contract terminates for any reason, the Earnest
20 Money will NOT be automatically disbursed to any party.

21 ***(i) In the event that the parties designate an Ohio-licensed real estate broker to hold the Earnest Money:** Any
22 disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24, which includes the following stipulations:
23 The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to
24 Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Buyer
25 or (ii) if either party fails or refuses to perform, or if any contingency is not satisfied or waived, the Earnest Money shall be
26 (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the
27 event of a dispute between the Seller and Buyer regarding the disbursement of the Earnest Money, the broker is required
28 by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties
29 specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money
30 is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was
31 deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written
32 notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Buyer
33 with no further notice to the Seller.

34 *** (ii) In the event that the parties do not designate an Ohio-licensed real estate broker and designate another**
35 **third-party or the herein listed title company to hold the Earnest Money, the terms and conditions of this escrow**
36 **hold shall be governed by separate, third-party escrow terms. ☐ Separate escrow terms are attached.**
37 Both Buyer and Seller acknowledge and agree that, in the event of a dispute between Buyer and Seller as to entitlement
38 of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money.
39 Buyer and Seller acknowledge that loss of Earnest Money may not be a party's sole remedy for failure to perform on the
40 Contract.

41 **b) BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney
42 or title company trust account check on date of Closing, subject to the terms of applicable law.

43 **Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide
44 marketable title, Seller agrees to pay actual settlement charges and/or other fees due at Closing on behalf of the Buyer,
45 including, but not limited to, discount points, closing costs, pre-pays, and any other fees allowed by Buyer's lender in an
46 amount not to exceed \$ _____.

4. FINANCING CONTINGENCY: Except as otherwise stated and agreed herein, Buyer shall pay any and all fees incurred as a result of Buyer obtaining financing for the purchase. If Buyer's selected financing option includes a Buyer rescission period, Buyer shall close on that loan with sufficient time for funds to be available on the Date of Closing of this Contract. Buyer intends to use the Real Estate for the following purpose: ☐ Owner-occupied ☐ Rental ☐ Other: _____

☒ **CASH:** Buyer's written confirmation of available funds, on verifiable document from funding source, ☐ is attached ☐ shall be provided within 7 calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

☐ **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) ☐ fixed ☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed _____% of the Purchase Price, (c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (d) for a term of not more than _____ years or at a higher rate or shorter term agreeable to Buyer.

☐ **FHA/USDA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA, [(1) ☐ fixed or (2) ☐ adjustable] (including FHA closing costs), ☐ USDA or ☐ VA (including VA funding fee) first mortgage loan in the maximum amount not to exceed _____% of the Purchase Price, (b) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed _____%, (c) for a term of not less than _____ years or at a higher rate or shorter term agreeable to Buyer. ☐ Buyer has been provided the **FHA For Your Protection: Get a Home Inspection** disclosure. *When the Buyer is financing through FHA, USDA or VA, the Seller may be required to pay for certain fees. Check with Buyer's lending institution. Whole house inspection fees may be paid by the VA Buyer, but must be paid outside of the Closing. On FHA/USDA/VA contracts, the appraiser is not deemed to be a whole house inspector.*

☐ **OTHER FUNDING SOURCE:** _____ (funding source) Buyer's written confirmation of available funds, on verifiable document from funding source, ☐ is attached ☐ shall be provided within _____ calendar days beginning the day following the Contract Acceptance Date. If Buyer fails to provide such documentation, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract.

Financing Timeframe: IF BUYER FAILS TO PROVIDE WRITTEN CONFIRMATION TO SELLER THAT BUYER HAS COMPLETED ANY OF THE REQUIREMENTS OF THE FINANCING TIMEFRAME, AS SET FORTH IN SUBSECTIONS (a) THROUGH (d) BELOW, THEN SELLER MAY, AT SELLER'S SOLE DISCRETION, BY WRITTEN NOTICE TO BUYER, TERMINATE THIS CONTRACT SO LONG AS WRITTEN NOTICE OF TERMINATION IS DELIVERED TO BUYER PRIOR TO RECEIPT OF SUCH WRITTEN CONFIRMATION.

(a) Buyer financing qualification letter based upon initial credit check and preliminary information provided by Buyer stating that such qualification ☐ is ☐ is not contingent upon the closing of Buyer's other real estate and ☐ is attached ☐ shall be provided to Seller within _____ calendar days beginning the day following the Contract Acceptance Date.

(b) Buyer shall complete a loan application, which shall include providing selected lender with "intent to proceed", including payment for appraisal (if necessary), within _____ calendar days beginning the day following the Contract Acceptance Date and will make a diligent effort to obtain financing. Within such timeframe, Buyer shall provide written notification to Seller naming selected lender and confirming that this provision has been satisfied.

(c) Buyer or Buyer's lender shall provide written notification to Seller, that Conditional Approval has been obtained within _____ calendar days beginning the day following the Contract Acceptance Date. Conditional Approval shall mean that the loan has been underwritten with credit, income, debts, and assets (collectively, "Creditworthiness") verified and acceptable to lender, subject only to: material changes of Buyer's Creditworthiness, appraisal, and marketability of title to be obtained prior to final loan approval (clear to close).

(d) Buyer or Buyer's lender shall provide written notification to Seller, that loan approval (clear to close) has been obtained or waived within _____ calendar days prior to the Date of Closing in Section 23.

Buyer shall make a diligent effort to obtain financing and shall provide all lender-requested documents to the lender in a timely manner. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

5. APPRAISAL CONTINGENCY: Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's appraiser in connection with sale funded by cash or Other Funding Source or Lender's appraiser in connection with a financed sale) equal

THE INFORMATION BELOW IS REQUIRED FOR MLS, TITLE, LENDER AND ADMINISTRATIVE PROCESSING

The signatories below grant permission to the settlement agent to provide to their respective Real Estate Broker or their authorized Sales Associates, copies of the Closing Disclosure and the Settlement Statement for review prior to Closing.

X

Seller's Signature

Date/Time

Buyer's Signature

Date/Time

Seller's Signature

Date/Time

Buyer's Signature

Date/Time

SELLING/BUYER'S REALTOR® Firm: Peelle, Lundy, and Clifton Realty

Address 822 Rombach Avenue, Wilmington, Ohio 45177

Broker Firm State License Number 0000277376

Broker Firm MLS ID PELU01

Contact (Agent) Name Walter Peelle

Contact (Agent) State License Number 0000176833

Agent MLS Number 176833

Contact (Agent) Email and Phone butchpeelle@gmail.com

937-725-7091

(Principal) Broker Name Walter Peelle

Close Transaction under Team Leader in MLS ☐ yes ☐ no

Team Name: _____

Team Leader: _____

MLS ID: _____

LISTING/SELLER'S REALTOR® Firm: Peelle, Lundy, and Clifton Realty

Address 822 Rombach Avenue, Wilmington, Ohio 45177

Broker Firm State License Number 0000277376

Broker Firm MLS ID PELU01

Contact (Agent) Name Walter Peelle

Contact (Agent) State License Number 0000176833

Agent MLS Number 176833

Contact (Agent) Email and Phone butchpeelle@gmail.com

937-725-7091

(Principal) Broker Name Walter Peelle

Close Transaction under Team Leader in MLS ☐ yes ☐ no

Team Name: _____

Team Leader: _____

MLS ID: _____

☐ I represent only the (check one) ☐ buyer or ☐ seller or ☐ broker. Any information provided to the agent may be disclosed to the agent's client.

☐ I represent both the buyer and the seller. Any information provided to the agent may be disclosed to the agent's client.



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: 79 Fairland Avenue, Wilmington, Ohio 45177

Buyer(s): Bill D. Marine

Seller(s): Fralin Bradshaw

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) Walter Peelle and real estate brokerage Peelle, Lundy, and Clifton Realty 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. If there is a dual agency in this transaction, I
(we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE