

**BIDDERS INFORMATION PACKET  
REAL ESTATE AUCTION**

**WEDNESDAY, JULY 09th | 5:30PM**



**1701 42<sup>nd</sup> St NW, Canton, OH 44709**

**PARCEL NUMBERS: 00302438 | 00302437**

**OPEN HOUSES: 06/27/25 | 4:30-6:00pm**



**COLDWELL BANKER**

**SCHMIDT  
REALTY**

**LISTING AGENT: TODD D. BOSLEY, AUCTIONEER/REALTOR**

**PHONE CALL / TEXT: 330-323-9775**

**EMAIL: TODD.BOSLEY@CBSCHMIDTOHIO.COM**





## 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: 1701 42nd Street Northwest, Canton, OH 44709

Buyer(s): \_\_\_\_\_

Seller(s): Frances Grace

### 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 principal 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) Todd Bosley and real estate brokerage Coldwell Banker Schmidt 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 \_\_\_\_\_  
BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

Frances H. Grace 5/28/25  
SELLER/LANDLORD \_\_\_\_\_ 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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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:

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



*[Signature]*



## REAL ESTATE AUCTION RULES

Date of Auction: 07/09/2025 Time of Auction: 5:30pm

Property Address: 1701 42nd Street NW, Canton, OH 44709 PPN 30-2438 & 30-2437

1. The Property is being sold in its present condition with no warranties, whatsoever, except title, which is to be clear and marketable. it is being sold “as is where is – in its present condition”. **All inspections of property shall have been done prior to bidding.** Each bidder is relying on his/her own inspection of the real estate for its physical conditions, character, suitability for purchaser’s intended use, or for any other purpose and is not relying upon any representation of Coldwell Banker Schmidt Realty or its employees, agents, representatives, or staff.
2. This is a reserve auction which means that the seller reserves the right to establish a stated minimum bid (reserve price), the right to reject or accept any or all bids under the minimum bid, or the right to withdraw the real estate at any time prior to completion of the auction by the auctioneer. Once the highest bid is received today, it will be presented to the seller and they may: 1) if the bid is at or above the reserve price the seller will accept the bid – the property is sold, 2) if the bid is below the reserve price the seller may reject the bid and the property does not sell, or 3) if the bid is below the reserve price, the seller may make a counter offer and negotiations begin.
3. Successful bidders must sign a purchase agreement, auction addendum, and agency disclosures copies of which are included in the bidder’s packet immediately at the end of the auction. The final contract sales price will consist of the final bid price plus a 10% Buyer’s Premium payable by buyer. The successful bidder must provide a non-refundable deposit of 10% of the final bid price via personal check, money order, certified bank, or cashiers check immediately at the end of the auction. The remaining balance to paid within 45 days from the sale date.
4. This sale is **not subject to any contingencies**, including but not limited financing, inspections, or appraisals. Buyer acknowledges that he/she had the opportunity to inspect the Property before the auction and waives the right to any further inspections. If buyer fails to perform for any reason, the non-refundable deposit of 10% will be forfeited as liquidated damages. Buyer understands the purchase is not contingent on an appraisal, so in the event buyer’s financing appraisal price is inadequate, buyer will pay the difference at closing.
5. Successful bidder may pay cash at closing or may utilize **conventional** financing only; however the sale is not contingent on the buyer obtaining financing, or the appraisal of the property.
6. All potential buyers who become bidders at this auction have received copies of these rules, had them orally presented to them on auction day, and by placing their bids agree to be bound by these rules – these rules serve as an addendum to the purchase agreement.
7. Unless otherwise agreed to in writing, Coldwell Banker Schmidt Realty represents the seller only, and not the buyer.
8. Closing and associated title work shall be completed by Woodland /Chicago Title at located at 3560 West Market Street #105, Fairlawn, Ohio 44333 (330.253.6121).

Bidder # \_\_\_\_\_ Bidder # \_\_\_\_\_

Bidder Name \_\_\_\_\_ Bidder Name \_\_\_\_\_

\_\_\_\_\_

Bidder Signature

Date

\_\_\_\_\_

Bidder Signature

Date



Ohio Association of REALTORS®  
**Residential Property Disclosure Exemption Form**



*To Be Completed By Owner*

Property Address:

1701 - 42ND ST NW CANTON, OHIO 44709

Owner's Name(s):

FRANCES GIACE

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.

O H I O  
ASSOCIATION  
OF REALTORS®

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 duty to disclose defects or other material facts.

Owner:

Frances Giace

Date:

6/11/2025

Owner:

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.



**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards****Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Property Address** 1701 42nd Street Northwest  
Canton, OH 44709

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

- (i) ☐ ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.  
 Describe what is known:

- (ii) ☒ ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

- (i) ☐ ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

- (ii) ☒ ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment**

(c) Purchaser has (initial (i) or (ii) below):

- (i) ☐ ☐ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.  
 (ii) ☐ ☐ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

- (d) ☐ ☐ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home (initial).

(e) Purchaser has (initial (i) or (ii) below):

- (i) ☐ ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards; or

- (ii) ☐ ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

- (f) ☒ Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
- (g) ☐ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<i>Thomas H. Hearn</i>	<i>5/28/25</i>		
Seller Signature	Date	Purchaser Signature	Date
Seller Signature	Date	Purchaser Signature	Date
<i>Chad B. H.</i>	<i>5/28/25</i>		
Seller's Agent Signature	Date	Purchaser's Agent Signature <sup>1</sup>	Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

<sup>1</sup> Only required if the purchaser's agent receives compensation from the seller.

1701 42nd Street NW, Canton, Ohio 44709

Buyer Full

MLS#: **5129091**

Status: **Active**

Recent: **06/05/2025 : New Listing**

Prop Type: **Residential**

Sub Type: **Single Family Residence**

List Price: **\$0(Auc)**

DOM/CDOM: **15/15**



List Dt Rec: **06/05/2025**

Unit:

County: **Stark**

[Supplements \(1\)](#)

Parcel ID: **TX 00302438 00302437**

Twp: **Canton**

Subdiv: **Canton**

School Dist: **Plain LSD - 7615**

Bedrooms: **3**

Total Baths: **1 (1/0)**

Yr Built: **1962/Public Records**

Liv Area: **1075/NA/1075**

Acres: **0.14**

Photo Opt Out: **No**

List Date: **06/05/2025**

Contg Dt:

Pend Dt:

Off Mkt Dt:

Close Dt:

Stories:

Tot Stories: **1**

Levels:

\$/SqFt: **\$0.00**

Map:

Directions: **Everhard Rd NW, Right onto S Main ST, Left onto 42nd St**

#### Legal/Taxes

Taxes: **\$971**

Tax Year: **2023**

Assessment: **No**

Homestead: **No**

Legal: **38479 WH**

#### Rooms/SqFt Information

Beds: **3** **Main** **Upper** **Lower**

Beds Main: **3**

Full Baths: **1** **0** **0**

Half Baths: **0** **0** **0**

Laundry: **0** **0** **1**

# Rooms: **6** # FP: **0**

SqFt Approximate **FINISHED/Source:**

Above Gr: **1,075/Realist**

Below Gr: **-**

TOTAL: **1,075**

[Lot Information](#)

Lot Sz Src: **Realist**

#### Features

Architect Style: **Ranch**

Prop Condt: **Actual YBT**

Basement: **Yes, Full**

Heating: **Gas**

Fireplace: **No**

Parking: **1.0/Attached Garage, Gravel**

Construction: **Brick**

Roof: **Metal**

Water: **Public**

Fence:

Pool: **No**

Other Struct: **Shed**

Year Built: **1962/Public Records**

Cooling: **None**

Garage: **Yes/1.0**

Carport: **No**

Sewer: **Public**

Waterfront: **No**

Remarks: **AUCTION DATE: WEDNESDAY July 9th, 2025 AT 5:30PM. You can preview this home/property at these OPEN HOUSE DATES: 06/27/25 4:30-6:00pm and auction day Wednesday July 9th 4:00-5:30pm. Welcome to this 3-bedroom, 1-bath raised ranch with an extra lot. This brick home features a durable metal roof, an attached garage, and a full basement offering additional storage, or a workshop. Step inside to find a functional layout with cozy living spaces and an eat-in kitchen. Outdoors, the property includes a storage barn. Classic charm, endless potential! Seller reserves the right to accept a pre-auction offer prior to auction day. Any inspections desired by a buyer are to be completed prior to fully executed purchase contract at buyer's expense.**

#### Listing/Contract Info

Possession: **Time of Transfer**

List Terms: **Cash, Conventional**

Concessions:

Special Listing Conditions: **Auction**

Close Date:

Close Price:

Closed By:

Seller Pd Closing Costs:

Presented By: **Todd D Bosley (2023003963)**

Primary: **330-323-9775**

Fax: **330-497-0885**

E-Mail: **todd.bosley@cbschmidttohio.com**

Web:

**Coldwell Banker Schmidt Realty**

**4200 Munson Street NW**

**Canton, Ohio 44718**

**330-497-3115**

Fax: **330-497-0885**

See our listings online:

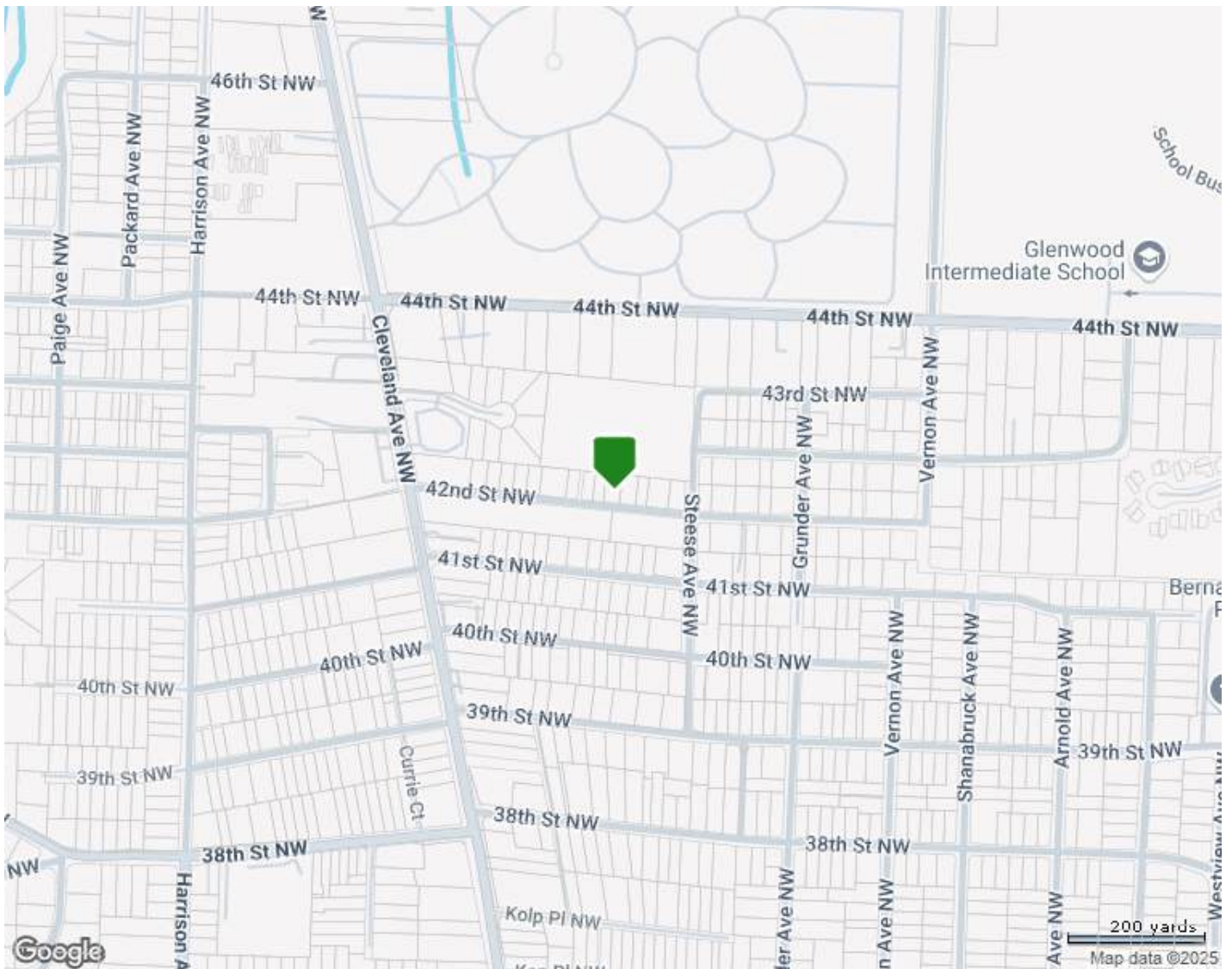
**www.cbschmidttohio.com**

**06/20/2025**

Information is Believed To Be Accurate But Not Guaranteed Date Printed: 06/20/2025 11:18 AM  
Listing information is derived from various sources, including public records, which may not be accurate. Consumers should rely upon their own investigation and inspections.



## 1701 42nd St NW, Canton, OH 44709



### Search Criteria

MLS Status is one of 'Active', 'C-Under Contract ALLOW Showings'

List Office Key Numeric is 26822336

Co List Office Key Numeric is 26822336

Selected 1 of 24 results.