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COMMON PLEAS COURT, ERIE COUNTY, OHIO

Oct 16 2026 01:47 PM
CRAIG A. HECHT
CLERK OF COURTS
2026 CV 0275
Binette, Roger E

IN THE ERIE COUNTY, OHIO, COURT OF COMMON PLEAS
CIVIL DIVISION

CIVISTA BANK,	:	
	:	**CASE NO. 2026 CV 0275**
Plaintiff,	:	
v.	:	**JUDGE ROGER E. BINETTE**
	:	
TIMOTHY R. MCCLUNG, ET AL.,	:	**MAGISTRATE STEVEN C. BECHTEL**
Defendants.	:	

PRAECIPE FOR ORDER OF APPRAISAL BY SHERIFF AND ORDER OF SALE BY PRIVATE SELLING OFFICER

Within three (3) business days of the filing of this Praecipe, the undersigned respectfully requests the Clerk to issue an *Order of Appraisal* to the Sheriff of Erie County, Ohio with instructions to appraise only the real property described in "**Exhibit A**" attached hereto, being commonly known as **7610 Ransom Road, Monroeville, OH 44347, Parcel No. 25-00361.002**, in Erie County ("Premises"). This Praecipe is pursuant to the *Judgment Entry and Decree of Foreclosure* filed October 2, 2026, which is attached hereto as "**Exhibit B**," and the *Order Appointing and Authorizing Private Selling Officer to Sell Real Property at Public Auction* filed October 14, 2026, which is attached hereto as "**Exhibit C**." The Order of Sale requested herein directs the Private Selling Officer to sell the Premises once the appraisal is complete.

Please Note in the Order: The three (3) persons performing the appraisals pursuant to R.C. 2329.17 shall, contemporaneously with the delivery of their appraisal to the Sheriff, also deliver a copy of their appraisal to the Private Selling Officer, being: Barry Baker of Ohio Sheriff Sales, Barry@OhioSheriffSales.com, Tel. 937-581-3037, 5030 Calum Way, Grove City, OH 43123.

Respectfully submitted,

/s/ Jeffrey J. Madison
Jeffrey J. Madison, Esq. (0080590)
Kendal C. Rossman, Esq. (0104651)
THE SUMMIT LAW GROUP LLC
815 Grandview Avenue, Suite 200
Columbus, OH 43215
Madison@tslgohio.com
Kendal@tslgohio.com
(Tel) 614-960-0611
(Fax) 614-960-0620
Attorneys for Plaintiff Civista Bank

CERTIFICATE OF SERVICE

The undersigned certifies that, on the **16th** day of **October 2026**, a copy of the foregoing was served as follows:

PURSUANT TO CIV.R. 5(B)(2)(f)
VIA EMAIL

David J. Claus, Esq.
dclaus@tiffinlaw.com
Attorney for Defendant Firelands Federal Credit Union

Nicole R. Randall, Esq.
Nicole.randall@ohioago.gov
Attorney for Defendants State of Ohio Department of Taxation and State of Ohio Bureau of Workers' Compensation

Phil J. Truax, Esq.
Christian W. Olaya, Esq.
phil@truaxlawgroup.com
Attorneys for Defendants F. Leo Groff, Inc., Karelly Properties, Inc., and Ann S. Groff, Successor Trustee of the Leon J. Groff Trust

/s/ Jeffrey J. Madison
Jeffrey J. Madison, Esq. (0080590)

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Oct 2 2026 02:51 PM
CRAIG A. HECHT
CLERK OF COURTS
2026 CV 0275
Binette, Roger E

IN THE ERIE COUNTY, OHIO, COURT OF COMMON PLEAS
CIVIL DIVISION

CIVISTA BANK, Plaintiff, v. TIMOTHY R. MCCLUNG, ET AL., Defendants.	:	CASE NO. 2026 CV 0275 JUDGE ROGER E. BINETTE MAGISTRATE STEVEN C. BECHTEL

JUDGMENT ENTRY AND DECREE OF FORECLOSURE

This cause was submitted to the Court and heard upon the *Complaint for Foreclosure of Mortgage* ("Complaint") filed with this Court on June 12, 2026, by Plaintiff Civista Bank ("Plaintiff"), and Plaintiff's *Motion for Default Judgment, Summary Judgment and Decree of Foreclosure* ("Motion for Judgment"), the *Answer* filed by Defendant Firelands Federal Credit Union on June 24, 2026, the *Answer* filed by Defendant State of Ohio Bureau of Workers Compensation on July 31, 2026, the *Answer* filed by Defendant State of Ohio Department of Taxation filed on July 31, 2026, the *Answer, Counterclaim, and Crossclaim* of Defendants F. Leo Groff, Inc., Karelly Properties, Inc., and Ann S. Groff, Successor Trustee of The Leon J. Groff Trust ("Counterclaim"), and *Plaintiff Civista Bank's Reply to Counterclaim of Defendants F. Leo Groff, Inc., Karelly Properties, Inc., and Ann S. Groff, Successor Trustee of the Leon J. Groff Trust* filed contemporaneously with this filing, and the evidence. The Complaint prayed for a judgment reforming Plaintiff's mortgage and foreclosing Plaintiff's reformed Mortgage on the real property commonly known as 7610 Ransom Road, Monroeville, OH 44347, Parcel No. 25-00361.002, in Erie County ("Premises"), more fully described in the attached **Exhibit A**.



As noted in the Motion for Judgment, a copy of the Summons and Complaint has been successfully served as follows:

Party Name	Date Served	Method of Service
Timothy R. McClung	July 13, 2026	Certified Mail
Unknown Spouse of Timothy R. McClung	July 13, 2026	Certified Mail
Cynthia M. McClung	June 29, 2026	Certified Mail
Unknown Spouse of Cynthia M. McClung	June 29, 2026	Certified Mail
Unknown Occupants	July 13, 2026	Certified Mail
F. Leo Groff, Inc.	June 22, 2026	Certified Mail
Karelly Properties, Inc.	June 22, 2026	Certified Mail
Leon J. Groff, Trustee of the Leon J. Groff Trust [Substituted Party: Ann S. Groff, Successor Trustee of the Leon J. Groff Trust]	June 22, 2026	Certified Mail
Firelands Regional Medical Center	June 22, 2026	Certified Mail
Ohio Department of Taxation	June 20, 2026	Certified Mail
Firelands Federal Credit Union	June 20, 2026	Certified Mail
State of Ohio Bureau of Workers' Compensation	June 23, 2026	Certified Mail
Erie County, Ohio Treasurer	June 22, 2026	Certified Mail

More than twenty-eight (28) days have elapsed since service of the Complaint upon Defendants Timothy R. McClung, Unknown Spouse of Timothy R. McClung, Cynthia M. McClung, Unknown Spouse of Cynthia M. McClung, Unknown Occupants, Firelands Regional Medical Center, and the Erie County, Ohio Treasurer (collectively, the "Default Defendants"), and the Default Defendants have failed to move or plead in response to Plaintiff's Complaint.

The Court finds that all necessary parties have been served with summons according to law and are properly before the Court. For the reasons set forth herein, Plaintiff's Motion for Judgment is granted.

The Court notes that on June 24, 2026, Defendant Firelands Federal Credit Union, filed an

Answer in response to the Complaint asserting its lien against the Premises. The Court also notes that on July 31, 2026, Defendants State of Ohio Bureau of Workers' Compensation and State of Ohio Department of Taxation each filed an *Answer* disclaiming any interest in the Premises.

The Court further finds that the Answer, Crossclaims, and Counterclaims of Defendants F. Leo Groff, Inc., Karelly Properties, Inc., and Ann S. Groff, Successor Trustee of The Leon J. Groff Trust (the "Groff Defendants") do not challenge the lien priority of Plaintiff nor its right to foreclose its mortgage, and any remaining claims are not against Plaintiff. As a result, the Groff Defendants have not raised any genuine issues of material fact regarding the claims of Plaintiff's Complaint, and the affirmative defenses are without merit, so summary judgment for Plaintiff is proper as to said defendants. The Court further finds that the Groff Defendants hold a good, valid, and subsisting mortgage lien against the Premises pursuant to the Mortgage Deed recorded on October 28, 2014, as Instrument No. 201409017, which lien is junior in priority to the lien of Plaintiff and to the interest of the Erie County, Ohio Treasurer for taxes due and payable. The exact amount owed to the Groff Defendants for principal, interest, and fees owed under the Mortgage and secured Note shall be established by subsequent order.

The Court finds that there is due to the Treasurer of Erie County, Ohio, taxes, accrued taxes, and other charges related thereto, on the Premises, the exact amount being unascertainable at the present time, but which amount will be ascertainable pursuant to R.C. § 323.47 at the time of confirmation of the sale in these proceedings. The interest of the County Treasurer is preserved by statute. The Court finds that the County Treasurer's interest in the Premises is senior to that of Plaintiff.

The Court finds that on or about September 30, 2014, Defendants Timothy R. McClung

and Cynthia M. McClung (collectively, the "Borrowers") executed and delivered to Plaintiff a certain *Adjustable Rate Note* ("Note"), in the original principal amount of One Hundred Forty Three Thousand Dollars and Zero Cents ($143,000.00), a copy of which is attached to the Complaint.

The Court finds that to secure the Note, the Borrowers executed and delivered to Plaintiff a certain *Mortgage* with attached *Adjustable Rate Rider* incorporated by reference therein, dated September 30, 2014, recorded on October 6, 2014, in the Erie County, Ohio Recorder's Office, as File No. 201408234 (the "Mortgage"), thereby conveying to Plaintiff a good and valid lien against the Premises of first and best priority (the Note and Mortgage are together the "Loan Documents").

The Court further finds that due to inadvertence and scrivener's errors, the property description set forth in the Mortgage was incorrect. The Plaintiff and the Borrowers intended that the subject Mortgage track the legal description of the premises owned by the Borrowers as contained in the attached "**Exhibit A**" and the Mortgage is hereby reformed to encumber the entire Premises as of the date of recordation of the Mortgage.

The Court further finds that Plaintiff is the holder of the Loan Documents and has fulfilled all conditions precedent. The Court further finds that Borrowers defaulted under the terms of the Note and Mortgage by failing to make payments as they came due.

The Court further finds that, pursuant to the Affidavit of Plaintiff filed in conjunction with the Motion for Judgment, the amount owing to Plaintiff on the Note was One Hundred Three Thousand Seven Hundred Ninety-Nine Dollars and Eighty-One Cents ($103,799.81) as of May 27, 2026, together with interest thereafter at the rate specified in the Note, that rate presently being 4.125% per annum plus late charges, expenses, and such other amounts as due under the Note and Mortgage including those amounts advanced by Plaintiff for the protection and preservation of the

Premises.

The Court further finds that by reason of the defaults on the Loan Documents, Plaintiff is entitled to have the Mortgage foreclosed, said Premises sold, and the proceeds therefrom applied in payment of Plaintiff's claims in order of priority according to law. Except as otherwise expressly determined herein, the Court makes no finding as to the right, title, interest, or lien of any defendant set forth in the pleadings filed herein. Any such right, title, interest, or lien is hereby ordered transferred to the proceeds derived from the sale of the Premises, in its respective order of priority, and shall be distributed pursuant to further order of this Court.

The Court further finds that Plaintiff holds the Mortgage, which is a good, valid, and subsisting lien, junior only to the interest of the County Treasurer for those taxes due and payable.

The Court further finds that there is no just reason for delay in awarding Plaintiff judgment as aforesaid and the Court finds that there is due to Plaintiff certain sums advanced for the payment of real estate taxes, insurance premiums, and property protection, as alleged in Plaintiff's Complaint, the exact amount of which is unknown at this time, but which amount will be known at the time of sale hereof, which amount constitutes a good, valid and subsisting lien with the same priority as the liens of Plaintiff hereinabove described in favor of Plaintiff.

The Court further finds that any and all claims, liens, or interests acquired with respect to the Premises on or after the date of filing of the Complaint are barred by *lis pendens* pursuant to R.C. § 2703.26. The Court notes and finds that Plaintiff has filed an original preliminary judicial report and an updated title report regarding the Premises, showing no lien or claim to the Premises other than those identified in the Complaint, which are not barred by *lis pendens*.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that, based on the foregoing, judgment is hereby entered in favor of Plaintiff on all counts of its Complaint, such that

unless there is paid or caused to be paid within three (3) days of the date of the entry of this Judgment to the Clerk of this Court, the costs of this case, taxes due and payable, and to Plaintiff the sums found to be due it on the Loan Documents, together with interest due thereon, and the advances made on behalf of the Premises for real estate taxes, insurance premiums and property protection and maintenance by the Plaintiff, the equity of redemption of all defendants named in this action in and to said Premises shall be foreclosed, and said Premises sold; that an Order of Sale shall therefore issue to appraise, advertise and sell said Premises via the Sheriff or by other method of judicial sale allowed by law, as upon execution and according to law, free and clear of the interest of all parties to this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that after said sale has been completed, the Sheriff or selling officer is ordered to convey to the purchaser said real property and that a Writ of Possession of said property be issued. If this is a residential property and the property remains unsold after the first auction, then a second auction shall be held, and the property shall be sold to the highest bidder without regard to the minimum bid requirement of R.C. § 2329.20. This auction shall be held no earlier than 7 days and no later than 30 days after the first auction. If there is a bidder at the second or subsequent sales, the judgment creditor and the first lien holder have the right to redeem the property within fourteen days of the sale by paying the purchase price to the Clerk of Courts. Upon timely payment, the Court will proceed as described in R.C. § 2329.21, with the redeeming party considered the successful purchaser at the sale.

In the event an order of sale is returned by the selling officer unexecuted, subsequent orders of sale shall issue in accordance with appraisal instructions contained in the praecipe for those sales.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the proceeds of the sale shall be distributed according to law and further order of this Court, including first to the costs of this action and taxes and assessments entitled to priority; thereafter to Plaintiff Civista Bank in satisfaction of the amounts herein found due and secured by its Mortgage; thereafter to the Groff Defendants in satisfaction of the amounts due and secured by their Mortgage Deed, including but not limited to principal, interest, attorneys fees, recorded on October 28, 2014, as Instrument No. 201409017; and thereafter to such other parties as may be entitled thereto according to their respective priorities.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the distribution of the proceeds of sale, the Clerk of this Court shall issue a certificate to the County Recorder directing him or her to enter the same on the margin of the records of said mortgages and liens, releasing said liens from the Premises.

It is further ordered that the Sheriff or selling officer shall send counsel for the party requesting the Order of Sale a copy of the publication notice promptly upon its first publication.

It is further ordered that pursuant to Ohio Civil Rule 54(B), the Court finds that there is no just reason for delay.

IT IS SO ORDERED.

10/2/26
DATE

RE Bt 10/2/26
JUDGE ROGER E. BINETTE

"The Erie County Clerk Of Courts is ORDERED to enter this Judgment Entry on its journals, and shall serve upon all parties not in default for failure to appear Notice of this Judgment Entry and its date of entry upon the journal. Within 3 days of journalizing this Judgment Entry, the Clerk shall serve the parties. Civ. R. 58(B) & 5(B)"

To the Clerk: In accordance with Rule 58(B) of the Ohio Rules of Civil Procedure, you are instructed to serve notice of this Judgment and its date of entry upon the journal to all parties to this case in a manner prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure within 3 days of the Judgment's entry upon the journal, and note the service in the appearance docket.

Submitted:

/s/ Jeffrey J. Madison
Jeffrey J. Madison, Esq. (0080590)
Kendal C. Rossman, Esq. (0104651)
THE SUMMIT LAW GROUP LLC
815 Grandview Avenue, Suite 200
Columbus, OH 43215
Madison@tslgohio.com
Kendal@tslgohio.com
(Tel) 614-960-0611
(Fax) 614-960-0621
Attorneys for Plaintiff Civista Bank

/s/ Nicole R. Rnadall
Nicole R. Randall (0081351)
Assistant Attorney General
Collections Enforcement Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 728-2980
(614) 752-9070 Fax
Nicole.Randall@OhioAGO.gov
Attorney for Defendants State of Ohio Bureau of Workers' Compensation and State of Ohio Department of Taxation

/s/ David J. Claus
David J. Claus (0070976)
Lange Gordon Rannigan & Claus LLC
27 Court Street
Tiffin, Ohio 44883
Phone: (419) 448-9250
Fax: (419) 448-9253
dclaus@tiffinlaw.com
Counsel for Firelands Federal Credit Union

/s/ Christian W. Olaya
Philip J. Truax (0079124)
Christian W. Olaya (0104365)
Truax Law Group, Ltd.
36718 Detroit Road
Avon, OH 44011
Office: (440) 534-6733
Fax: (440) 534-6729
phil@truaxlawgroup.com
Attorneys for Defendants F. Leo Groff, Inc., Karelly Properties, Inc., and Ann S. Groff, Successor Trustee of the Leon J. Groff Trust

EXHIBIT A

LEGAL DESCRIPTION

Situated in the Township of Oxford, County of Erie, and State of Ohio:

Situated in Lot 8 in the Jones 1495 Acre Tract, Section 2, Township 5 North, Range 23 West, Oxford Township, Erie County, Ohio, and being part of land owned by Deering Farms, Inc., OR 152, Page 148, all references herein to the records of the Erie County, Ohio Recorder's Office, more particularly described as follows:

Commencing for reference at an iron rod found in a monument box at the centerline intersection of Mason Road and Ransom Road;

Thence, upon the centerline of Ransom Road, North 02° 06' 00" West 3756.57 feet to a railroad spike set at the true point of beginning;

Thence, continuing upon said centerline, North 02° 06' 00" West 399.93 feet to a 1/2 inch iron rod set in an existing chain link fence on the south line of lands of the United States of America;

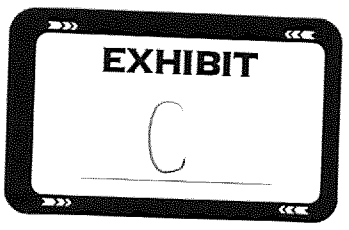
Thence, with said fence and upon said line, South 59° 10' 01" East, passing a 1/2 inch iron rod set in the east right-of-way line of Ransom Road at 35.74 feet, 825.21 feet to a point being the intersection of said line with the centerline of a ditch;

Thence, upon said line, North 88° 04' 40" West 694.31 feet to a point of beginning, containing 3.1794 acres, more or less, subject to any easements, rights-of-way, or restrictions of record.

This description was prepared by James A. Faitanini, P.S., Ohio R.L.S. 7379, from an actual survey of the premises. Bearings herein are based upon an existing record bearing of North 02° 06' 00" West for the centerline of Ransom Road.

Property Address: 7610 Ransom Road, Monroeville, OH 44347

Parcel No.: 25-00361.002



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CIVISTA BANK,	:	
	:	**CASE NO. 2026 CV 0275**
Plaintiff,	:	
v.	:	**JUDGE ROGER E. BINETTE**
	:	
TIMOTHY R. MCCLUNG, ET AL.,	:	
	:	
Defendants.	:	
	:	

ORDER APPOINTING AND AUTHORIZING PRIVATE SELLING OFFICER TO SELL REAL PROPERTY AT PUBLIC AUCTION

This matter came before the Court upon the Motion of Plaintiff Civista Bank ("Plaintiff") for an Order authorizing Barry Baker of Ohio Sheriff Sales, LLC, as Private Selling Officer ("PSO"), to advertise and sell the real property described in the attached "**Exhibit A**" (the "Premises") at public auction pursuant to R.C. 2329.151(C) and 2329.152(A), in accordance with the Private Selling Officer Terms of Sale attached hereto as "**Exhibit B**."

The Court finds the Motion well-taken and **GRANTS** the same.

THEREFORE, it is hereby **ORDERED** that Barry Baker of Ohio Sheriff Sales, LLC is hereby appointed as the Private Selling Officer ("PSO") to sell the Premises at public auction pursuant to R.C. 2329.151 and R.C. 2329.152(A), in accordance with the PSO Terms of Sale attached hereto as Exhibit B and pursuant to applicable provisions of R.C. Chapter 2329. The PSO is authorized to market the Premises using commercially reasonable advertising methods, in addition to statutory publication requirements, and may conduct the judicial sale by internet auction in accordance with Ohio law. The PSO is further granted leave of Court to employ a locksmith as necessary and, upon a reasonable determination that the Premises are vacant or abandoned, to obtain access to and secure the Premises, including changing locks as necessary. Any such entry shall be solely for purposes of securing, preserving, inspecting, photographing, marketing, conducting open houses authorized by

law, and facilitating the judicial sale of the Premises.

Upon filing of this Order, Plaintiff may file a praecipe pursuant to R.C. 2329.152(A) requesting issuance of an Order of Appraisal to the Erie County Sheriff and an Order of Sale to the Private Selling Officer. Upon issuance of the Order of Appraisal, the Sheriff shall obtain an appraisal of the Premises in conformity with R.C. 2329.17 and 2329.18. The Erie County Sheriff and/or appraisers are directed to provide a copy of the completed appraisal to the Private Selling Officer at: Barry Baker of Ohio Sheriff Sales, LLC Barry@OhioSheriffSales.com, Tel. 937-581-3037, 5030 Calum Way, Grove City, OH 43123. Following the return or determination of the appraisal, the Private Selling Officer shall advertise and sell the Premises in accordance with the Order of Sale and applicable provisions of R.C. Chapter 2329.

IT IS SO ORDERED.

October 14, 2026
DATE

JUDGE ROGER E. BINETTE

Submitted By:

"The Erie County Clerk Of Courts is ORDERED to enter this Judgment Entry on its journals, and shall serve upon all parties not in default for failure to appear Notice of this Judgment Entry and its date of entry upon the journal. Within 3 days of journalizing this Judgment Entry, the Clerk shall serve the parties. Civ. R. 58(B) & 5(B)"

/s/ Jeffrey J. Madison
Jeffrey J. Madison, Esq. (0080590)
Kendal C. Rossman, Esq. (0104651)
THE SUMMIT LAW GROUP LLC
815 Grandview Avenue, Suite 200
Columbus, OH 43215
Madison@tslgohio.com
Kendal@tslgohio.com
(Tel) 614-960-061
(Fax) 614-960-0620
Attorneys for Plaintiff Civista Bank

Copies to when filed: All parties and counsel of record

EXHIBIT A

LEGAL DESCRIPTION

Situated in the Township of Oxford, County of Erie, and State of Ohio:

Situated in Lot 8 in the Jones 1495 Acre Tract, Section 2, Township 5 North, Range 23 West, Oxford Township, Erie County, Ohio, and being part of land owned by Deering Farms, Inc., OR 152, Page 148, all references herein to the records of the Erie County, Ohio Recorder's Office, more particularly described as follows:

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Thence, upon the centerline of Ransom Road, North 02° 06' 00" West 3756.57 feet to a railroad spike set at the true point of beginning;

Thence, continuing upon said centerline, North 02° 06' 00" West 399.93 feet to a 1/2 inch iron rod set in an existing chain link fence on the south line of lands of the United States of America;

Thence, with said fence and upon said line, South 59° 10' 01" East, passing a 1/2 inch iron rod set in the east right-of-way line of Ransom Road at 35.74 feet, 825.21 feet to a point being the intersection of said line with the centerline of a ditch;

Thence, upon said line, North 88° 04' 40" West 694.31 feet to a point of beginning, containing 3.1794 acres, more or less, subject to any easements, rights-of-way, or restrictions of record.

This description was prepared by James A. Faitanini, P.S., Ohio R.L.S. 7379, from an actual survey of the premises. Bearings herein are based upon an existing record bearing of North 02° 06' 00" West for the centerline of Ransom Road.

Property Address: 7610 Ransom Road, Monroeville, OH 44347

Parcel No.: 25-00361.002

Exhibit B

Private Selling Officer Terms of Sale 

1. If Plaintiff exercises their right to credit bid and becomes the high bidder at auction, Ohio Sheriff Sales will receive the following upon execution of Deed via the Confirmation of Sale:

A) A flat fee of $750

B) Reimbursement of actual costs of the statutorily required legal advertisements prepaid by Ohio Sheriff Sales

2. If the subject property sells through to a third-party buyer, a 10% buyer's premium will be added to the high bid amount which shall become a part of the sale proceeds and Plaintiff agrees that Ohio Sheriff Sales will receive the following from said sale proceeds via the Confirmation of Sale and Distribution of Funds Order:

A) Commission equal to the 10% buyer's premium on behalf of the named PSO

B) Reimbursement of actual costs of the statutorily required legal advertisements prepaid by Ohio Sheriff Sales

C) Flat fee of $750 shall be waived

3. In the event the auction is postponed, PSO shall reschedule the auction as directed by Plaintiff's Counsel with no additional cost to Plaintiff

4. In the event the auction is canceled, Plaintiff agrees that Ohio Sheriff Sales will receive the following:

A) Reimbursement of actual costs of the statutorily required legal advertisements prepaid by Ohio Sheriff Sales

B) Flat fee of $300 for time invested