

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO**

IN RE:	)	CASE NO. 16-40567-KW
	)	
CHARLES A. PIPER	)	JUDGE KAY WOODS
	)	
	)	CHAPTER 7
	)	
Debtor	)	

**TRUSTEE'S NOTICE OF INTENT TO SELL PROPERTY**

TO ALL PARTIES IN INTEREST:

PLEASE TAKE NOTICE that pursuant to 11 U.S.C. §363(b), and Bankruptcy Rules 2002(a)(2), 2002(c)(1), and 6004(b) of the Federal Rules of Bankruptcy Procedure, that Andrew W. Suhar, Chapter 7 Trustee in the above caption estate, proposes to and will sell by internet auction the following described property:

Four (4) vacant parcels located on South Range Road, North Lima, Mahoning County, Ohio – Parcel ID numbers 05-112-0-007.00-0, 05-112-0-008.00-0, 05-112-0-006.00-0 and 05-112-0-018.00-0

**Terms of the sale:** Payment in full due upon acceptance of the high bid/offer

**Date of the sale:** the online auction will begin on July 1, 2018 and will continue for fourteen (14) consecutive days.

**The online website information for the auction:**

[www.georgeromanauctioneers.com](http://www.georgeromanauctioneers.com)

CURRENT AUCTIONS

Bankruptcy Case No. 14-41027 auction

If no objection to such sale is filed with the Court and served on the Chapter 7 Trustee on or before twenty-one (21) days from the date of this notice, no hearing will be held and the

above described property of this bankruptcy estate will be sold by the Trustee by internet auction as hereinbefore described.

Respectfully submitted,

/s/ Andrew W. Suhar

ANDREW W. SUHAR, ESQ. Reg. No. 0058419

Chapter 7 Trustee

29 East Front Street, 2<sup>nd</sup> Floor

P.O. Box 1497

Youngstown, Ohio 44501-1497

Telephone: (330) 744-9007

Facsimile: (330) 744-5857

E-mail: [asuhar@suharlaw.com](mailto:asuhar@suharlaw.com)

## REPORT OF TITLE EXAMINATION

**TO: Suhar & Meejko**  
**Attn: Mariruth Stewart**

The undersigned certifies that I have examined title to the within described tract of land and subject to any conflicts in boundary lines or discrepancies that would be revealed by a correct survey, the land referred to herein is fully described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The last document in the chain of title to said land as disclosed by the Official Records of the Recorder of said County purporting to convey the fee title to said land:

**GRANTOR:** Charles A. Piper and Sarah E. Piper  
(O.R. Book 6210, Page 64; O.R. Book 6040, Page 856 and O.R. Book 6040, Page 853, Mahoning County Records.)

The latest available County Treasurer's tax duplicate discloses the following with respect to said land:

Parcel (s) Number: 05-112-0-006.00-0

Taxes for the Second Half Year 2017 in the amount of \$43.46 per half year, after credit for Reduction Factor (s), 10% Roll-Back are **NOT YET POSTED AS PAID.**

Parcel (s) Number: 05-112-0-007.00-0

Taxes for the Second Half Year 2017 in the amount of \$43.46 per half year, after credit for Reduction Factor (s), 10% Roll-Back are **NOT YET POSTED AS PAID.**

Parcel (s) Number: 05-112-0-008.00-0

Taxes for the Second Half Year 2017 in the amount of \$43.46 per half year, after credit for Reduction Factor (s), 10% Roll-Back are **NOT YET POSTED AS PAID.**

Parcel (s) Number: 05-112-0-018.00-0

Taxes for the Second Half Year 2017 in the amount of \$96.38 per half year, after credit for Reduction Factor (s), 10% Roll-Back are **NOT YET POSTED AS PAID.**

**MORTGAGES:** N/A

Other Exceptions and Comments:

The above information is from Public Records and is to be used for reference purposes only. The information is not to be relied on as evidence of title and/or encumbrances nor is it to be construed as an Opinion of Title, Title Guarantee or Title Insurance Policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

Dated: June 1, 2018

HERITAGE UNION TITLE CO., LTD.  
BY: UNION TITLE CO., MEMBER

  
BY: DENNIS R. CLUNK, PRESIDENT

**EXHIBIT A**

**TRACT 1:**

**SITUATED IN THE TOWNSHIP OF BEAVER, COUNTY OF MAHONING AND STATE OF OHIO:**

**AND KNOWN AS BEING LOT NOS. 46 AND 47 AS SHOWN IN A PLAT THEREOF KNOWN AS LEWISTOWN PLAT RECORDED IN TRANSCRIPTION RECORD PAGE 20, MAHONING COUNTY RECORDS OF PLATS.**

**SAID LOT NOS. 46 AND 47 HAVE A COMBINED FRONTAGE OF 132' ON THE SOUTH LINE OF STATE STREET AND EXTENDS BACK ON THEIR EAST LINE OF 165' AND EXTENDS BACK ON THEIR WEST LINE 165', HAVING A REAR LINE OF 132' AS APPEARS BY SAID PLAT.**

**TRACT 2:**

**SITUATED IN THE TOWNSHIP OF BEAVER, COUNTY OF MAHONING AND STATE OF OHIO:**

**KNOWN AS BEING EAST LEWISTOWN VILLAGE LOT NO. 48 IN PHILLIP HAWK, ET AL, LEWISTOWN PLAT, A SUBDIVISION OF A PART OF ORIGINAL BEAVER TOWNSHIP SECTION NO. 21 AS SHOWN BY THE RECORDED PLAT OF SAID SUBDIVISION IN TRANSCRIBED RECORD OF PLATS, PAGE 20 OF MAHONING COUNTY RECORDS.**

**SAID EAST LEWISTOWN VILLAGE LOT NO. 48 HAS A FRONTAGE OF ABOUT 66' ON THE SOUTHERLY SIDE OF STATE STREET AND EXTENDS BACK BETWEEN PARALLEL LINES ABOUT 165' ON THE WESTERLY LINE ABOUT 165' ON THE EASTERLY LINE WHICH IS ALSO THE WESTERLY LINE OF WATER ALLEY AND HAS A REAR LINE OF ABOUT 66', WHICH IS ALSO THE NORTHERLY LINE VINE ALLEY, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.**

**TRACT 3:**

**SITUATED IN THE TOWNSHIP OF BEAVER, COUNTY OF MAHONING AND STATE OF OHIO:**

**BEING TOWNSHIP NO. 13 OF THE SECOND RANGE AS TOWNSHIPS WERE ORIGINALLY SURVEYED AND NUMBERED IN WHAT WAS FORMERLY KNOWN AS THE NORTHWEST TERRITORY OF OHIO, AND SAID PREMISES BEING A PART OF SECTION NO. 21 IN SAID TOWNSHIP AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT WHERE THE SOUTH LINE OF VINE ALLEY INTERSECTS THE EAST LINE OF WATER ALLEY IN THE VILLAGE OF EAST LEWISTOWN OR AT THE SOUTHEASTERLY CORNER OF VINE AND WATER ALLEYS IN EAST LEWISTOWN; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF A TRACT OF LAND AT ONE TIME OWNED BY SOLOMON COY, A DISTANCE OF 302.94' TO A CORNER IN THE SAID COY TRACT;**

**THENCE WESTERLY ALONG A NORTHERLY LINE OF A TRACT OF LAND AT ONE TIME OWNED BY SOLOMON COY, A DISTANCE OF 247.50' TO A NORTHWESTERLY CORNER OF SAID COY TRACT AND EASTERLY LINE OF A TRACT OF LAND AT ONE TIME OWNED BY NANCY BLOSSER; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BLOSSER TRACT, A DISTANCE OF 5.28' TO THE NORTHEASTERLY CORNER OF SAID BLOSSER TRACT; THENCE WESTERLY ALONG A NORTHERLY LINE OF SAID BLOSSERS TRACT, A DISTANCE OF 181.50' TO A CORNER IN SAID BLOSSER TRACT; THENCE NORTHERLY ALONG AN EASTERLY LINE OF SAID BLOSSER TRACT TO THE SOUTHEASTERLY CORNER OF SOUTH AND LOCUST ALLEYS IN SAID VILLAGE OF EAST LEWISTOWN AND CONTINUING NORTHERLY AONG THE EASTERLY LINE OF SAID LOCUST ALLEY A TOTAL DISTANCE OF 297' TO THE SOUTHEASTERLY OF LOCUST AND VINE ALLEYS; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF VINE ALLEY, A DISTANCE OF 429' TO THE PLACE OF BEGINNING AND CONTAINING WITHIN THE ABOVE DESCRIBED BOUNDARIES 2.942 ACRES OF LAND AND SUBJECT TO NO LEGAL HIGHWAYS.**

**\*\*NOTE: Tract 3 consisting of 2.942 acres requires a new survey to transfer.**

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

IN RE:	)	CASE NO. 16-40567-KW
	)	
CHARLES A. PIPER	)	JUDGE KAY WOODS
	)	
Debtor	)	CHAPTER 7
	)	

---

**PURCHASE AGREEMENT**

\_\_\_\_\_, Ohio \_\_\_\_\_, 2018

The undersigned, \_\_\_\_\_, hereinafter called the Purchaser, hereby offers and agrees to purchase from Seller, Andrew W. Suhar, Chapter 7 Trustee for Charles A. Piper, Case No. 16-40567-KW, the real property located on South Range Road, North Lima, Mahoning County, Ohio, PPNs 05-112-0-007.00-0, 05-112-0-0080.00-0, 05-112-0-006.00-0 and 05-112-0-018.00-0.

The Purchaser agrees to pay and the Seller agrees to sell said premises for the sum of \$ \_\_\_\_\_, which is due in full upon acceptance of the high bid/offer.

1. Purchaser(s) may obtain a title guaranty and/or title policy at their own expense.
2. This contract shall be closed and all obligations of the parties performed within thirty (30) days of acceptance hereof, subject to approval of the United States Bankruptcy Court; if applicable.

3. Seller shall deliver possession and occupancy of the property within ten (10) days after the filing of the deed of record.

4. In the event, for any reason other than a defect in title, the Purchaser(s) fail(s) to carry out the terms of this contract, the Purchaser(s) agree(s) that the deposit paid herewith shall be retained by the Seller and the retention by Seller of said sum shall not in any way prejudice the rights of the Seller in any action for damages or specific performance.

**5. THE SALE OF THIS PROPERTY IS SUBJECT TO CONFIRMATION BY THE TRUSTEE AND/OR THE UNITED STATES BANKRUPTCY COURT.**

**6. RISK OF LOSS SHALL PASS IMMEDIATELY TO THE BUYER UPON SIGNING THIS AGREEMENT.**

It is understood that the within contract contains all of the terms and conditions agreed upon between the parties, and, there are no outside conditions, representations, warranties, or agreements. Each party hereby acknowledges receipt of a copy of this contract. This contract shall be governed by the laws of the State of Ohio and time is of the essence in all provisions of this contract. Any amendment or modification hereof must be in writing and signed by all of the parties, **AND IS SUBJECT TO THE APPROVAL OF THE UNITED STATES BANKRUPTCY COURT.** All terms and conditions hereby shall survive the closing.

**PURCHASER(S):**

**ADDRESS:**

**TELEPHONE:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE**  
**(Subject to Court Approval)**

\_\_\_\_\_, Ohio, \_\_\_\_\_, 20\_\_\_\_. I hereby accept  
the above offer and agree to all of the terms thereof and further acknowledge the  
receipt of \$ \_\_\_\_\_, as an earnest money deposit.

**SELLER:**

**ADDRESS:**

**TELEPHONE:**

\_\_\_\_\_  
**Andrew W. Suhar,**  
**CHAPTER 7 TRUSTEE**

**29 E. Front St., 2<sup>nd</sup> Floor**  
**Youngstown, OH 44501-1497**

**(330) 744-9007**