

Tax year 23 / PAYABLE 2024 BOR no. 2023-25
County CLIXITON Date received 2/13/24

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.

*Matt Tigner

Name		Street address, City, State, ZIP code	
1. Owner of property	TIGNER & TIGNER LTD	219 N. HOWARD ST SABALIT OH	
2. Complainant if not owner		45169	
3. Complainant's agent			
4. Telephone number and email address of contact person (513) 720-5456 kurtin_tigner@hotmail.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	
250-06-05-16-B026-00		32 FRONT ST.	
7. Principal use of property VACANT			
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
SAME AS ABOVE	12,500	23,090	10,590
9. The requested change in value is justified for the following reasons: DUE TO LAND CONTRACT & BLDING DAMAGE			

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale LAND CONTRACT and sale price \$ 12,500 ; 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 _____ and total cost \$ _____.
13. 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 2/13/24 Complainant or agent (printed) _____ Title (if agent) _____

Complainant or agent (signature) Matt Tigner

Sworn to and signed in my presence, this 13th day of February 2024
(Date) (Month) (Year)

Notary Melissa S. Kimball



MELISSA S. KIMBALL
Notary Public, State of Ohio
My Commission Expires
03-27-28

32 FRONT

Payment Date	Payment	Principal	Interest	Total Interest	Balance
Jul 2021	\$205.68	\$174.43	\$31.25	\$31.25	\$12,325.57
Aug 2021	\$205.68	\$174.87	\$30.81	\$62.06	\$12,150.69
Sep 2021	\$205.68	\$175.31	\$30.38	\$92.44	\$11,975.39
Oct 2021	\$205.68	\$175.75	\$29.94	\$122.38	\$11,799.64
Nov 2021	\$205.68	\$176.19	\$29.50	\$151.88	\$11,623.46
Dec 2021	\$205.68	\$176.63	\$29.06	\$180.94	\$11,446.83
Jan 2022	\$205.68	\$177.07	\$28.62	\$209.55	\$11,269.76
Feb 2022	\$205.68	\$177.51	\$28.17	\$237.73	\$11,092.25
Mar 2022	\$205.68	\$177.95	\$27.73	\$265.46	\$10,914.30
Apr 2022	\$205.68	\$178.40	\$27.29	\$292.74	\$10,735.90
May 2022	\$205.68	\$178.84	\$26.84	\$319.58	\$10,557.05
Jun 2022	\$205.68	\$179.29	\$26.39	\$345.98	\$10,377.76
Jul 2022	\$205.68	\$179.74	\$25.94	\$371.92	\$10,198.02
Aug 2022	\$205.68	\$180.19	\$25.50	\$397.42	\$10,017.83
Sep 2022	\$205.68	\$180.64	\$25.04	\$422.46	\$9,837.19
Oct 2022	\$205.68	\$181.09	\$24.59	\$447.05	\$9,656.10
Nov 2022	\$205.68	\$181.54	\$24.14	\$471.19	\$9,474.56
Dec 2022	\$205.68	\$182.00	\$23.69	\$494.88	\$9,292.56
Jan 2023	\$205.68	\$182.45	\$23.23	\$518.11	\$9,110.11
Feb 2023	\$205.68	\$182.91	\$22.78	\$540.89	\$8,927.20
Mar 2023	\$205.68	\$183.37	\$22.32	\$563.21	\$8,743.83
Apr 2023	\$205.68	\$183.82	\$21.86	\$585.07	\$8,560.01
May 2023	\$205.68	\$184.28	\$21.40	\$606.47	\$8,375.72
Jun 2023	\$205.68	\$184.75	\$20.94	\$627.40	\$8,190.98
Jul 2023	\$205.68	\$185.21	\$20.48	\$647.88	\$8,005.77
Aug 2023	\$205.68	\$185.67	\$20.01	\$667.90	\$7,820.10
Sep 2023	\$205.68	\$186.13	\$19.55	\$687.45	\$7,633.96
Oct 2023	\$205.68	\$186.60	\$19.08	\$706.53	\$7,447.36
Nov 2023	\$205.68	\$187.07	\$18.62	\$725.15	\$7,260.30
Dec 2023	\$205.68	\$187.53	\$18.15	\$743.30	\$7,072.76
Jan 2024	\$205.68	\$188.00	\$17.68	\$760.98	\$6,884.76
Feb 2024	\$205.68	\$188.47	\$17.21	\$778.19	\$6,696.29
Mar 2024	\$205.68	\$188.94	\$16.74	\$794.94	\$6,507.35
Apr 2024	\$205.68	\$189.42	\$16.27	\$811.20	\$6,317.93
May 2024	\$205.68	\$189.89	\$15.79	\$827.00	\$6,128.04
Jun 2024	\$205.68	\$190.36	\$15.32	\$842.32	\$5,937.67
Jul 2024	\$205.68	\$190.84	\$14.84	\$857.16	\$5,746.83
Aug 2024	\$205.68	\$191.32	\$14.37	\$871.53	\$5,555.52
Sep 2024	\$205.68	\$191.80	\$13.89	\$885.42	\$5,363.72
Oct 2024	\$205.68	\$192.28	\$13.41	\$898.83	\$5,171.45
Nov 2024	\$205.68	\$192.76	\$12.93	\$911.76	\$4,978.69
Dec 2024	\$205.68	\$193.24	\$12.45	\$924.20	\$4,785.45
Jan 2025	\$205.68	\$193.72	\$11.96	\$936.17	\$4,591.73

Payment Date	Payment	Principal	Interest	Total Interest	Balance
Feb 2025	\$205.68	\$194.21	\$11.48	\$947.65	\$4,397.53
Mar 2025	\$205.68	\$194.69	\$10.99	\$958.64	\$4,202.84
Apr 2025	\$205.68	\$195.18	\$10.51	\$969.15	\$4,007.66
May 2025	\$205.68	\$195.67	\$10.02	\$979.17	\$3,811.99
Jun 2025	\$205.68	\$196.15	\$9.53	\$988.70	\$3,615.84
Jul 2025	\$205.68	\$196.64	\$9.04	\$997.74	\$3,419.19
Aug 2025	\$205.68	\$197.14	\$8.55	\$1,006.28	\$3,222.06
Sep 2025	\$205.68	\$197.63	\$8.06	\$1,014.34	\$3,024.43
Oct 2025	\$205.68	\$198.12	\$7.56	\$1,021.90	\$2,826.30
Nov 2025	\$205.68	\$198.62	\$7.07	\$1,028.97	\$2,627.68
Dec 2025	\$205.68	\$199.12	\$6.57	\$1,035.53	\$2,428.57
Jan 2026	\$205.68	\$199.61	\$6.07	\$1,041.61	\$2,228.96
Feb 2026	\$205.68	\$200.11	\$5.57	\$1,047.18	\$2,028.84
Mar 2026	\$205.68	\$200.61	\$5.07	\$1,052.25	\$1,828.23
Apr 2026	\$205.68	\$201.11	\$4.57	\$1,056.82	\$1,627.12
May 2026	\$205.68	\$201.62	\$4.07	\$1,060.89	\$1,425.50
Jun 2026	\$205.68	\$202.12	\$3.56	\$1,064.45	\$1,223.38
Jul 2026	\$205.68	\$202.63	\$3.06	\$1,067.51	\$1,020.75
Aug 2026	\$205.68	\$203.13	\$2.55	\$1,070.06	\$817.62
Sep 2026	\$205.68	\$203.64	\$2.04	\$1,072.11	\$613.98
Oct 2026	\$205.68	\$204.15	\$1.53	\$1,073.64	\$409.83
Nov 2026	\$205.68	\$204.66	\$1.02	\$1,074.67	\$205.17
Dec 2026	\$205.68	\$205.17	\$0.51	\$1,075.18	\$0.00

LAND INSTALLMENT CONTRACT

THIS LAND INSTALLMENT CONTRACT (hereinafter referred to as "Agreement") made and concluded on the date last executed hereinbelow, by and between Tigner & Tigner, LTD, a limited liability company organized and operating under the laws of the State of Ohio (hereinafter referred to as "Seller") whose address is 219 N. Howard Street, Sabina, Ohio 45169, and Glenn Crawford (hereinafter referred to as "Purchaser") whose address is 239 N. Jackson Street, Sabina, Ohio 45169. The use of masculine articles herein shall include feminine, singular shall include plural and plural shall include singular.

WITNESSETH:

I. PURCHASE PRICE

Seller, in consideration of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) (hereinafter referred to as "Purchase Price"), to be paid by Purchaser as hereinafter agreed, and of the promises and agreements of Seller hereinafter contained, does for itself and its assigns, hereby agree to sell to Purchaser, his heirs and assigns, the real property situated at 32 Front Street, Sabina, Ohio 45169, and more particularly described as follows together with all the appurtenances thereto (hereinafter referred to as "Premises"):

Situated in the Village of Sabina, Township of Richland, County of Clinton, State of Ohio, being a part of V.M.S. No. 776, and being a part of Lot No. 26 of Hallam's Addition to said village and recorded in Plat Book 03, Page 02, Envelope 1-B referred to as "Parcel I" as conveyed to Ann G. Kuehn, Trustee and recorded in Official Record Volume 190, Page 291 of the Clinton County Recorder's Office, and being further bounded and described as follows:

Commencing at a 5/8" iron pin (set) marking the intersection of the southerly margin of Front Street and the westerly margin of North Jackson Street, said iron pin being the northeasterly corner of Lot No. 26 of Hallam's Addition to said village (Plat Book 03, Page 02, Envelope 1-B);

Thence with the southerly margin of Front Street S. 75 degrees 09' 55" W., a distance of 77.28 feet to a Mag nail (set) marking the true point of beginning of the tract of land herein described;

Thence with a new division line S. 09 degrees 07' 43" E., a distance of 57.53 feet to a 5/8" iron pin (set) in the northerly line of Lot No. 27 of Hallam's Addition and referred to as "Parcel V" as conveyed to Ann G. Kuehn, Trustee (O.R. 190, Page 291);

Thence with Kuehn's northerly line and the northerly line of Lot No. 27 S. 80 degrees 13' 09" W., a distance of 47.46 feet to a 5/8" iron pin (set) in the easterly margin of an alley;

Thence with the easterly margin of an alley N. 01 degrees 59' 16" E., a distance of 55.44 feet to a 5/8" iron pin (set) marking the intersection of the easterly margin of said alley and the southerly margin of Front Street;

Thence with the southerly margin of Front Street N. 75 degrees 09' 55" E., a distance of 36.95 feet to the true point of beginning, containing 0.0539 acres of land.

Subject to an easement over an existing driveway for access and parking purposes for the benefit of the owner of the adjoining 0.1081 acres tract, said easement being 3.0 feet in width over the northeasterly corner of the above described 0.0539 acres tract and being bounded and described as follows:

Commencing at a 5/8" iron pin (set) marking the intersection of the southerly margin of Front Street and the westerly margin of North Jackson Street, said iron pin being the northeasterly corner of Lot No. 26 of Hallam's Addition to said village (Plat Book 03, Page 02, Envelope 1-B);

Thence with the southerly margin of Front Street S. 75 degrees 09' 55" W., a distance of 77.28 feet to a Mag nail (set) marking the northwesterly corner of an adjoining 0.1081 acres tract and the true point of beginning of the herein described easement;

Thence with the westerly line of the adjoining 0.1018 acres tract S. 09 degrees 07' 43" E., a distance of 31.29 feet;

Thence with the southerly terminus of said easement S. 80 degrees 52' 17" W., a distance of 3.00 feet;

Thence with the westerly line of the herein described easement N. 09 degrees 07' 43" W., a distance of 30.99 feet to a point in the southerly margin of Front Street;

Thence with the southerly margin of Front Street N. 75 degrees 09' 55" E., a distance of 3.01 feet to the true point of beginning of the herein described easement.

Subject to all other legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (AZ 73 degrees 41' 58") between National Geodetic Survey and Clinton County Geodetic Survey Monument "CLI024" and McCarty Associates Geodetic Survey Monument "SFX (3101)" and derived from GPS observations taken June 2, 2010, utilizing the Trimble ODOT CROS VRS (Virtual Reference System).

Land surveyed in December 2010, under the direction of Thomas E. Purtell, Registered Professional Surveyor 6519, the survey plat of which is referred to as Project No. S10-263 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio. All iron pins (set) are 5/8" diameter with 1- 1/4" diameter plastic caps stamped "McCARTY ASSOCIATES". Survey Record Volume 39, Plat No. 201.

**Prior Instrument Reference No. Book 851, Page 544-546, Clinton County, Ohio.
Parcel No. 250060116B02600 [32 Front Street]**

II. POSSESSION AND CONVEYANCE OF DEED

Seller agrees to give possession of the Premises to Purchaser immediately upon fulfillment of all Purchaser's obligations under this Agreement, at which time Seller will convey marketable title to the Premises to the Purchaser by good and sufficient deed of general warranty (said Deed to be executed this day and held in escrow by Seller's attorney) or by such other good and sufficient deed as may be available, free and clear from all encumbrances, excepting taxes and assessments as assumed by Purchaser under this Agreement and excepting such as may be caused by the act or default of Purchaser and also excepting restrictions, easements, and agreements of record, if any. In the event a new survey of the Premises is required in order for Seller to convey marketable title hereunder, Purchaser hereby expressly agrees to pay for the same.

III. PAYMENTS

In consideration whereof, Purchaser hereby agrees to purchase the Premises and to pay the Purchase Price as follows:

- (a) Sixty-Seven (66) installments of Two Hundred Five and 68/100 Dollars (\$205.68) shall be paid by Purchaser to Seller on the first (1st) day of each month beginning August 1, 2021 and each successive month thereafter. Such payments shall be delivered to Seller at Seller's above recited address or by way of personal delivery.

- (b) A grace period of five (5) days is extended by Seller to Purchaser in which Purchaser can remit any installments set forth in Paragraph III(a) immediately hereinabove to Seller without penalty. In the event Purchaser fails to remit any installments set forth in Paragraph III(a) immediately hereinabove to Seller within that five (5) day grace period, a Fifty and 00/100 Dollar (\$50.00) late fee shall be assessed.

IV. TAXES AND INSURANCE

Seller shall pay all real estate taxes and assessments associated with the Premises when due and shall likewise maintain a policy of insurance on the Premises in an amount not less than the Purchase Price. Purchaser shall reimburse Seller for all real estate taxes and assessments within thirty (30) days of Seller's payment of the same. Any amount not so reimbursed by Purchaser shall be added to the Purchase Price.

V. UTILITIES AND REPAIRS

Seller agrees to pay all utilities and to keep the Premises in good condition and repair.

VI. WARRANTIES

Seller warrants that it holds marketable title to these premises and will convey same to Purchaser upon complete performance of the terms of this Agreement.

VII. ENCUMBRANCES

Seller represents there are no mortgages or other encumbrances upon the Premises.

IX. SELLER'S OWNERSHIP

Seller covenants that it is the owner of the Premises. In accordance with the prevailing custom in the area where the Premises is located, Purchaser accepts responsibility for determination of status of title through his own title examination.

X. LIENS AND TITLE

Neither Purchaser nor Seller shall create, permit or suffer any liens or encumbrances against the premises, except as stated herein.

XI. DESTRUCTION OF PROPERTY

Destruction of or damage to any building or other improvements or personalty described in this Agreement shall not release Purchaser from any obligations under this Agreement.

XII. DEFAULT BY PURCHASER

If any payment or partial payment of any kind due under this Agreement shall remain unpaid for thirty (30) days after it is initially due, or should Purchaser fail to remove any lien or encumbrance they should be responsible for or should Purchaser fail to comply with any of the other terms and conditions of this Agreement and should such failure continue for fifteen (15) days after the receipt of written notice by Seller, or should a receiver be appointed for Purchaser or should Purchaser become bankrupt or should Purchaser make an assignment for the benefit of his creditors or should any action or proceeding be filed in any Court to enforce any lien or claim against, or interest in the Premises seeking to reach the interest of Purchaser therein, then all of the installments and other amounts remaining unpaid shall immediately become due and payable, and Seller may, at its option, proceed to judicial sale, termination of contract, forfeiture, or eviction or for future or other remedies provided herein consistent with all relevant statutes or otherwise according to law. Notice to Purchaser shall be given by depositing same in the U.S. mail addressed to Purchaser at the address of the Premises. The commencement of legal proceedings shall be equivalent in every respect to actual entry by Seller. Failure or delay of Seller to exercise his rights under this

Agreement because of any default shall not operate as a waiver by Seller of any right hereunder in the event of any subsequent or continued default of Purchaser.

Upon default aforesaid, a Court of competent jurisdiction upon application at any time and without notice may appoint a receiver to take possession of, manage and control the Premises, collect the rents and profits thereof, and apply the net proceeds to the payment of taxes and assessments against the Premises, or any of them, or to the reduction of Purchaser's obligation to Seller hereunder, as Seller may elect. Upon default aforesaid, Purchaser agrees to pay Seller a reasonable monthly rent on a per diem basis for the period Purchaser is in possession of the Premises after said default. Default on this Agreement shall result in a forfeiture of all sums paid. Any rights, powers or remedies, special, optional or otherwise given or reserved to Seller or Purchaser by this paragraph, or by statute, shall not be construed to deprive Seller or Purchaser of any rights, powers or remedies otherwise given by law or equity.

XV. RENTAL PROCEEDS

Seller and Purchaser agree that until such time title is conveyed from Seller to Purchaser, Seller shall have the exclusive right to occupancy, possession and the assignment of either to third parties, specifically including but not limited to tenants of Seller. Any such rental proceeds for the premises due and owing prior to conveyance of title from Seller to Purchaser shall be the exclusive property of Seller and Purchaser hereby expressly waives any and all rights to the same.

XVI. ENTIRE AGREEMENT

This Agreement and exhibits attached, if any, constitute the entire agreement and shall control over any and all prior agreements and understandings relative to this transaction, there being no oral conditions, representations, warranties or agreements. Any agreement subsequent to this Agreement shall not be valid and binding unless in writing and signed by both parties.

XVII. PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto but this paragraph shall not be construed as a consent to assignment.

XVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Ohio. If any provision of this Agreement shall be declared invalid for any reason, the same shall not affect the remainder of the Agreement.

XIX. WAIVER

The waiver of any breach of this Agreement by Seller shall not constitute a continuing waiver or waiver of any subsequent breach, either of the same or another provision of this Agreement. The delay or omission by Seller to exercise any right or power provided by this Agreement shall not constitute a waiver of such right or power or acquiescence in any default on the part of the Purchaser. The acceptance of any payments made by Purchaser in a manner or at a time other than as required by the terms and conditions of this Agreement shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of Purchaser shall be construed as continuous, until corrected, and Seller may exercise every right and power under the Agreement at any time during the continuance of such default, or upon the occurrence of any subsequent default.

XX. HEADINGS

All headings utilized in this Agreement shall be for the purpose of identification only and shall not affect the interpretation of the language in the particular paragraph.

XXI. TIME OF THE ESSENCE

Time is expressly declared to be of the essence of this Agreement.

XXII. BUYERS'S OBLIGATIONS

Purchaser shall keep the Premises in as good a condition as he is upon execution hereof, ordinary wear and tear accepted, and shall not enter into any leases concerning any portion of the Premises without the express written consent of Seller. Purchaser shall indemnify and hold Seller and the property of Seller, including Seller's interest in the Premises, free and clear from liability for any and all mechanics liens or other expenses or damages resulting from any renovations, alterations, building repairs, maintenance or other work placed on the Premises by Purchaser.

XXIII. WARRANTIES AND REPRESENTATIONS

Purchaser agrees with and represents to Seller that the Premises has been inspected by Purchaser and that Purchaser has been assured by means independent of Seller or of any agent of Seller of the truth of facts material to this Agreement, and that the Premises as it is described in this Agreement is and has been purchased by Purchaser as a result of such inspection or investigation and not by or through any representations made by Seller or by an agent of Seller. Purchaser hereby expressly waives any and all claims for damages or for recession or cancellation of this Agreement because of any representations made by Seller, or by an agent of Seller, other than such representations as may be contained in this Agreement. Purchaser and Seller agree that the property is sold in "as is" condition. Purchaser further agrees that Seller and any and all agents of Seller shall not be liable for or on account of any inducements, promises, representations or agreement not contained in this Agreement, that no agent or employee of Seller is or has been authorized by Seller to make such representations with respect to said property and that if any such representations have been made, they are wholly unauthorized and not binding upon Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year hereinbelow.

Matt Tigner
Tigner & Tigner, LTD, Seller
By: Matt Tigner, Member

[Signature]
Glenn Crawford, Purchaser

STATE OF OHIO)

ss:

COUNTY OF CLINTON)

Be it remembered that on the 19th day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared the above named Matt Tigner of Tigner & Tigner, LTD, Seller in the above Land Installment Contract, who stated that his execution hereof was his voluntary act and deed and the voluntary act and deed of Tigner & Tigner, LTD.

IN TESTIMONY WHEREOF, I have hereunto set my hand and subscribed my seal on the day and year last aforesaid.



SHAWNA M. McNAMARA
Notary Public, State of Ohio
My Commission Expires: Nov. 30, 2021
Recorded in Clinton County

Shawna M. McNamara
Notary Public

STATE OF OHIO)

ss:

COUNTY OF CLINTON)

Be it remembered that on the 19th day of July, 2021, before me, a Notary Public in and for said County and State, personally appeared the above named Glenn Crawford, Purchaser in the above Land Installment Contract, who stated that his execution hereof was his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and subscribed my seal on the day and year last aforesaid.



SHAWNA M. McNAMARA
Notary Public, State of Ohio
My Commission Expires: Nov. 30, 2021
Recorded in Clinton County

Shawna M. McNamara
Notary Public

This instrument prepared by:
Rose & Dobyns Co., L.P.A.
97 N. South St.
Wilmington, Ohio 45177
(937) 382-2838