



## Irrevocable Letter of Instruction Re: Down Payment

I (winning bidder) have purchased the real estate located at 540 Taylor Blair Road West Jefferson Ohio 43162 Parcel ID: **08-00288.000** under given terms and conditions of the attached Contract as a Purchase at Public Reserve Auction, dated \_\_5-17-25\_\_

As part of this transaction I (winning bidder) am to remit a non-refundable down payment per the agreed terms and conditions to \_ OMNI Title Company to be held as an agent of escrow until the closing of the transaction and applied toward such purchase.

I understand that the funds I have provided to \_\_ OMNI Title Company \_\_ are to be used as part of the purchase price. However, in the event I do not close within the terms and conditions of the contract, I irrevocably instruct \_ OMNI Title Company \_\_ to disperse my non-refundable down payment as required under paragraph 2 of the contract; and stated below.

### Paragraph 2 states:

***A non-refundable (except in the case of a non-marketable title) deposit of \$ 15,000.00 \_\_ is to apply toward purchase price and to be held by designated title company upon acceptance of this offer pending closing. In the event this contract does not close, due in part to me the buyer, I the Purchaser agree that the deposit shall be dispersed by the designated title company 5 days from the last day to close (by contract) as per the terms of the contract, unless Broker has been notified in writing that litigation has been filed in a court of competent jurisdiction. A copy of the filing must be attached to the written notice.***

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction, I authorize and approve \_\_ OMNI Title Company to follow the instructions of the Broker and Broker's purchase contract as to the distribution of my non-refundable down payment.

Further I agree to hold Cutler Real Estate and \_ OMNI Title Company \_ harmless from any such expenditures to any individuals or entities.

I have reviewed the purchase contract at Public Auction dated 5-17-25\_\_ and this Letter of Irrevocable Instruction as to:

- 1.) I understand the terms & conditions of both documents.
- 2.) I am voluntarily entering into these agreements.
- 3.) I realize that this authorization could result in none of my down payment being returned to me.

Date: \_\_5-17-25\_\_

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Buyer

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Buyer