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| | AULE RECENT | | |
| | | D PURCHASE REAL AND ACCEPTANCE | |
| 1 | BUYER: The undersigned Michael, Josephine M & | Nicole L Lepore | offers to buy the followin |
| 2 | described property located at: 21762 Seabury Ave, Fairy | view Park, 44126 | |
| 3 | , Ohio, (1 | he "Property"). Permanent Parc | cel No. <u>321-30-031</u> |
| 1 5 7 3 9 0 1 2 3 | The Property, which BUYER accepts in its "AS IS" PRE rights, privileges and easements, and all buildings and fi- electrical, heating, plumbing and bathroom fixtures; all w curtain and drapery fixtures; all landscaping, dispo- permanently attached carpeting. The following items shall refrigerator; dishwasher: washer dryer radiator fireplace tools; screen; glass doors fireplace grate inserts; gas logs; and water softener. | xtures, including such of the foll vindow and door shades, blind bsal, smoke detectors, garage l also remain: satellite dish; covers: window air conditioner | owing as are now on the Property: a s, awnings, screens, storm window door opener(s) and controls; range and oven microwave; kitche central air conditioning; bas grill; |
| | | | |
| ‡ 5 | NOT included: | | |
| 5 7 3 9 | SECONDARY OFFER: This is is is not a secondary off BUYER'S receipt of a signed copy of the release of the pri the right to terminate this secondary offer at any time pric delivering written notice to the SELLER or to SELLER'S ag | mary offer on or before or to BUYER'S receipt of said co | . BUYER shall ha ppy of the release of the primary offer t |
|) | the primary offer. | 1. × 160,00 | |
|) 1 2 3 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: | $\mathcal{K} \cdot \times - \frac{16000}{155000}$ | |
|) 1 2 3 4 5 5 | the primary offer. PRICE : BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: | $\frac{160,00}{\$ 155,000}$ leposited $\$ 1,600$ | |
|) 1 2 3 4 5 7 8 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agent | $\frac{160,00}{155;000}$ leposited $\frac{1,600}{1,600}$ at and deposited immediately up | n the formation of a binding Agreeme |
|) 1 2 3 4 5 5 7 8 9 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: | $\frac{160,00}{155;000}$ leposited $\frac{1,600}{1,600}$ at and deposited immediately up | on the formation of a binding Agreeme s defined herein. |
| 0 1 2 3 4 5 5 7 8 9 0 1 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agent | $\frac{160,00}{155;000}$ leposited $\frac{1,600}{1,600}$ at and deposited immediately up | n the formation of a binding Agreeme |
|) 1 2 3 4 5 5 7 8 9 0 1 2 3 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agent or Mote to be redeemed within four (4) days after formation | $\begin{array}{c} & & 160,000\\ & & 155;000 \end{array}$ leposited $\begin{array}{c} & & 1,600\\ & & 1,600\\ & & 1,600\\ & & 1,600\\ & & \\ & & at and deposited immediately up ation of a binding Agreement, as \\ \end{array}$ | on the formation of a binding Agreeme s defined herein. |
| 0123456789012345 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agent or Note to be redeemed within four (4) days after formation. Cash down payment to be deposited in escrow: | $\begin{array}{c} & & 160,000\\ & & 155,000 \end{array}$ leposited $\begin{array}{c} & & 1,600\\ & & 1,600\\ & & 1,600\\ & & 1,600\\ & & & 1,600\\ & & & \\ & & 1,600\\ & & & \\ & & 1,600\\ & & & \\ & & & \\ & & 1,600\\ & & & \\ & & & \\ & & & 1,600\\ & & & & \\ & & & \\ & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & $ | on the formation of a binding Agreeme s defined herein. |
| 0123456789012345678901234 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agent Check to be redeemed within four (4) days after formation of the payment to be deposited in escrow: Mortgage loan to be obtained by BUYER: CONVENTIONAL, □FHA, □VA, ICASH, □OTHER FINANCING: This offer is conditioned upon BUYEF N/A | <pre>% 16 0,000 155;000 leposited % 1,600 at and deposited immediately up ation of a binding Agreement, as % 155;000 % % % making a written application ifter defined, and obtaining a writt ith efforts, that commitment is no by SELLER and BUYER, the ear ihe other or to Broker and their is e parties have not provided the is </pre> | on the formation of a binding Agreeme s defined herein. 158 HOU for the above mortgage loan with tten commitment for that loan on or abo t timely obtained, then this AGREEMEN mest money deposit shall be returned agents. If within two years from the da Depository with such signed instruction |
| 012345578901234 | the primary offer. PRICE: BUYER shall pay the sum of payable as follows: Earnest Money paid to Escrow Agent or Broker will be of in a non-interest bearing trust account and credited against purchase price: Check to be made payable to Broker or Escrow Agen Cash down payment to be deposited in escrow: Mortgage loan to be obtained by BUYER: CONVENTIONAL, □FHA, □VA, IZCASH, □OTHER FINANCING: This offer is conditioned upon BUYEF N/A days after Acceptance, as hereina N/A . If, despite BUYER'S good fa shall be null and void. Upon signing of a mutual release b the BUYER without any further liability of either party to t the earnest money was deposited with the Depository, th or written notice that such legal action to resolve the disput | <pre>% 16 0,000 155;000 leposited % 1,600 nt and deposited immediately up ation of a binding Agreement, as % 155;000 % % % % % % % % % % % % % % % % % %</pre> | on the formation of a binding Agreeme s defined herein. 1584000 for the above mortgage loan with then commitment for that loan on or about timely obtained, then this AGREEMEN rmest money deposit shall be returned agents. If within two years from the da Depository with such signed instruction y shall return the earnest money to BUY |

SC,

ML 03/29/17

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| | 49 | POSSESSION: SEL | LLER shall deliver possessi | ion and occupancy to BU | YER on or before 6:(| 00 p.m., <u>1</u> | day(s)afterrec | ording |
|---|--|--|--|---|---|---|---|--|
| | 50 | of the Deed or | 05/05/2017 | whichever | islater. BUYER agre | ees to transfer utili | ities commencing | onthe |
| | 51 | date of possession. | | | | | | |
| | 52 53 54 55 56 57 58 59 60 61 62 63 63 | of dower, free and restrictions, condition value of the Prope payable. SEL from <u>Chice</u> premium split equal serve as the Escrow may either a) access in which case neither | all convey a marketable title d clear of all liens and end ons, easements (however of rty; c) zoning ordinances, LER shall furni cago Title Agency Ily between SELLER and I w Agent. SELLER shall ha ept title subject to each de or BUYER, SELLER nor any to sign a mutual release, wi | cumbrances whatsoeve created) and encroachn if any; and d) taxes a ish an Owne in BUYER, unless the part we thirty (30) days after efect without any reduc y Broker or agents shall | r, except (a) any m nents as do not mate nd assessments, bo er's Fee f the amount of the p ties otherwise agree motice to remove tit tion in the purchase have any further li | ortgage assumed erially adversely oth general and sp Policy of purchase price will a in writing, the titl the defects. If unal price or b) term iability to each oth | d by BUYER; b) s y affect the use becial, not yet due Title Insu th cost of the in- le company also ble to do so, BUY inate this AGREE her, and both BUY | such and urance suring shall YER EMENT, |
| | 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 | and Homeowners A Deed. Taxes and a with the county aud the amount of taxes of closing become time of the Agreen the improved Prop taxes when they be reserve once it rec date of title transfe charges, if any. Th any balance to SEI | enant security deposits, if al Association fees and asses assessments shall be prora ditor's office about the statu is owed. The parties agree is available. If the Property nent, then the Escrow Agent ecome due and payable aft seives notice from the coun er. The Escrow Agent shall be Escrow Agent is instructe LLER. In the event the Prop to pay the amount of such | sments, if any, shall be pated based upon the late us of the Property taxes a to adjust directly any cha y is new construction a not is instructed to make a fer and reserve sufficient ter title transfer. The Esc ny auditor that the taxes withhold \$150 ed to either pay said cha perty shall be deemed su | prorated by the Escre est available tax dup as the latest available anges in proration when d recently complete a good faith estimate to funds in escrow from from Agent is instruct on the land and im from SELLER to s arges or verify SELL | ow Agent as of the licate. The parties le tax duplicate ma hen the tax duplica ed or in the proce of the taxes to the om SELLER'S net ted to release the provements have secure payment of | a date of recording s are advised to c ay not accurately in ate for the calenda ess of completion be owed on the va t proceeds to pay balance of the fun- been paid in full of final water and said charges and | of the onsult reflect ar year at the alue of those nds on to the sewer I remit |
| | 80 81 82 83 84 85 86 87 | standard condition escrow: a) real es BUYER; c) title ex BUYER; e) Broker' VA/FHA regulation shall pay directly al | COW INSTRUCTIONS This is of acceptance that are n tate transfer tax; b) any a cam and one-half the cost 's commissions; f) one-half is prohibit payment of escr Il utility charges to the date ted in escrow to the BUYE | not inconsistent with this amount required to disc t of insuring premium f of the escrow; and g) othe row fees by BUYER in w e of title transfer or date of | Agreement. SELLI charge any mortgag for Owners Fee Poli er <u>N/A</u> which case SELLER | ER shall pay the t je, lien or incumb icy of Title Insura shall pay the entire | following costs th orance not assum ance; d) proration (e escrow fee). SE | rough ied by is due unless LLER |
| | 88 89 90 91 92 | BUYER shall pay to the cost of insuring other <u>N/A</u> | he following through escrov premiums for Owners Fee | w (unless prohibited by \ Policy of Title Insurance | A/FHA regulations): a; c) all recording fee | : a) one-half of the as for the deed and | escrowfee; b) on d any mortgage; a | e-half and d) |
| | 93 | | iges the availability of a LIN | | | | | |
| | 94 95 96 97 | of \$ | the limited home warranty o | ged to | BUYER through | n escrow at title t operty and that Br | transfer. The | t a cost parties a fee |
| | 98 99 100 101 102 103 | the specified n responsible for reta | s Agreement shall be subje umber of days from th aining a professional inspec he selection or retention of | te date of Acceptance of for each requested in | , as herein defined. | BUYER agrees | that BUYER is | solely |
| • | 104 105 106 107 108 109 110 | and Broker. BUYI not readily appare guarantee and in duty to exercise re condition and sys | ot elect inspections, BUY ER understands that all r ent and which may affect no way assume responsi easonable care to inspect stems of the Property. IN REPLACE THE NEED FO | real property and impr a property's use or val bility for the Property's t and make diligent ing ISPECTIONS REQUIRI | ovements may col lue. The parties ag s condition. BUYER juiry of the SELLER ED BY ANY STATE | ntain defects and ree that the brok & acknowledges t & or BUYER'S ins | d conditions tha ters and agents of that it is BUYER's pectors regardir | it are do not Sown ng the |
| | | | | | Ac. | | | |
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|-------------------------------------|--|---|--|-----------------|--|----------------------|
| | | | | | | |
| 111 | | | | _ | | |
| 112 113 | Choice | Inspection | | Expe | nse | |
| 114 | Yes No | | | BUYER | | |
| 115 116 | | GENERAL HOME 7 days SEPTIC SYSTEM days | | | Ē | |
| 117 | | WATER POTABILITTYd | ays | | | |
| 118 | | · · · · · · · · · · · · · · · · · · · | iys | | | |
| 119 120 | | RADON 10 days OTHER 10 days | | | | |
| 121 | | nome inspector deems additional | inspections necessary | | · · · | |
| 122 | | | · · · · · · · · · · · · · · · · · · · | WED has no | tindicated "VEQ " | |
| ML 03/23/17 6,059M EDT 126 | Any failures absolute ac | initials) BUYER elects to waive ear perform any inspection indicate ceptance of the Property by BUYER | d "YES" herein is a waiver of suc | h inspection | and shall be | |
| 127 128 | | requested, BUYER shall have three | | /ing: a) remo | ve the Inspection | |
| 129 | contingency and acce | ept the Property in its "AS IS" PRESEN | IT PHYSICAL CONDITION; b) acce | ept the Prope | enty subject to | |
| 130 131 | professional manner a | have specific items identified in a v t SELLER'S expense; or c) terminate th | nis AGREEMENT if written inspecti | on report(s) i | identify material | |
| 132 133 | latent defects NOT pre | eviously disclosed in writing by the SELL | ER and any cooperating real estate | Broker. | | |
| 134 | If the Property is acce | pted in its "AS IS" PRESENT PHYSICAL he inspection contingency and this Agree | L CONDITION, BUYER agrees to sig | n an Amendr | nent to Purchase | |
| 135 136 | subject to the SELLER | R repairing specific defects. BUYER sha | I provide to SELLER a copy of the in | nspection rep | port(s) and sign | |
| 137 138 | repaired. SELLER and | Purchase Agreement removing the in I BUYER shall have three (3) days from | SELLER'S receipt of the written list | of defects ar | nd the inspection | |
| 139 | report(s) to agree in wr | riting which defects, if any, will be corrected three (3) days, then this Agreement sh | ted at SELLER'S expense. If a writte | en Agreemen | t is not signed by | |
| 140 141 | release. If the BUYER | elects to terminate this Agreement based | upon newly discovered material late | nt defects in t | the Property, then | |
| 142 143 | BUYER shall provide a release. Upon signing | a copy of the written inspection report to of a mutual release by SELLER and BUY | to the SELLER and both parties agr /ER, the earnest money deposit shall | be returned t | tiy sign a mutual o BUYER without | |
| 144 | | either party to the other or to Broker(s). | | | | |
| 145 146 | The parties may agree | IN WRITING to extend the dates for insp | ections, repairs, or the deadline for ex | ercising their | right to terminate | |
| 147 148 | the Agreement. SELLE corrected by SELLER. | ER agrees to provide reasonable access | s to the Property for BUYER to review | w and approv | e any conditions | |
| 149 150 | Yes No | | | | | |
| 150 | | T/WOOD DESTROYING INSECTS: An | inspection of all structures on said p | remises shal | lbemadeby a | |
| 152 | licensed inspection or | exterminating agency of BUYER'S of shall be made available to the BUYER b | SELLER'S choice at BUYER'S | SELLER'S e | xpense and such | |
| 153 154 | pests, termites or wood | destroving insects, treatment of the con | dition shall be made by a licensed ext | erminating a | gency which shall | |
| 155 156 | at least sixty (60) days | juarantee for a period of at least one year in the case of wood destroying insects. | r in the case of termites and a certification ALL REPAIRS AND TREATMENT | COSTS SHA | ALL BE PAID BY | |
| 157 158 | THE BUYER OR | SELLER (unless FHA/VA regulations cost.) This AGREEMENT may be voided | prohibit payment of inspection b | y BUYER, | in which case | |
| 159 | \$500.00. | Maty missioneter may be volude | noy the party paying to the repair and | | ···· · · · · · · · · · · · · · · · · · | |
| 160 | Yes No. 10 | · • | | | | ML |
| 102 | | D BASED PAINT: BUYER shall have | the right to have a risk assess | sment or in | spection of the 🗂 | <u>03/29/17</u> |
| 163 164 | within ten (10) days af | ed inspector, for the presence of lead-b fter formation of a binding AGREEM | ENT. See EPA pamphlet "Protect Ye | our Family fro | om Lead in Your 上 | 03/29/17 |
| 165 166 | Home" for more inform | ation.) In the event existing deficies shall have the right to terminate the AGF | encies or corrections are identifie | d by the insp | ector in a written | VLL |
| 167 | deficiencies noted on th | ne written inspection report. In that event | ;, BUYER agrees to immediately prov | ide SELLER | with a copy of the si | 03/29/17 52AM EDT |
| 168 169 | will have the option to | or risk assessment report. Upon receipt either agree to correct the deficiencies i | dentified in the inspector's written | report or de | cline to do any | |
| 170 | repairs. If SELLER elec | cts to correct the deficiencies, SELLER | agrees to provide to BUYER prio | r to Title Ti | ransfer with a | |
| 171 172 | declines to correct the | ified risk assessor or inspector demons deficiencies, BUYER | | | | |
| 173 174 | may elect to terminat | e the AGREEMENT or accept the Pro without SELLER'S consent. | perty in its "AS IS" condition. BU | YER may rer | nove this right of | |
| 174 175 | mopection at any time. | | | | | |

| dotloop signa dotloop signa | ture verification: www.dotloop.com/my/verification/DL-230468425-5-31U1 ture verification: www.dotloop.com/my/verification/DL-230468425-5-31U1 |
|--------------------------------|--|
| | MPP |
| | |
| 176 177 | BUYER Thas 03/23/17 C STRIFTS received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME Part a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS." |
| 178 179 | BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM |
| 180 | LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the |
| 181 182 | (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BOTERO review and approval of the information contained on the disclosure form within days from receipt. |
| 183 184 | MEGAN'S LAW: SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department |
| 185 | pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with the |
| 186 187 | local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent. |
| 188 189 | CONDITION OF PROPERTY: BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS" |
| 190 | DRESENT DEVICAL CONDITION including any defects disclosed by the SELLER on the State of Unio Residential Property |
| 191 192 | Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of Acceptance as herein defined and the date of recording of the deed. |
| ML | DAME NEE |
| 03/23/17 6/05PM EDT | 03/23/17 03/23/17 03/23/17 03/23/17 03/23/17 03/23/17 03/23/17 |
| 196 | |
| 197 198 | is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information |
| 199 | contained on the disclosure form within days from receipt. SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local |
| 200 201 | acueramental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from |
| 202 203 | government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have Three (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the |
| 204 | correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMEN I |
| 205 206 | may be declared null and void by either party. |
| 207 208 | REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that the SELLER has completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by |
| 209 | the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER has not relied on any representation by the Broker(s) |
| 210 211 | and/or any agent/s) regarding the use or condition of the Property, square footage, zoning, lot dimensions, nomeowners rees, public |
| 212 213 | and private assessments, utility bills, taxes or special assessments except as listed below (if none, indicate "none"): |
| 214 | None |
| 215 216 | DAMAGE: If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior |
| 217 218 | to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase |
| 219 | price, then SELLER shall restore the Property to its prior condition. |
| 220 221 | EARNEST MONEY: Unless otherwise specified herein, the Earnest Money shall be retained in the Broker's trust account until |
| 221 222 223 | title transfer, at which time the parties agree that it will be applied to any commission due to the Broker. Earnest Money in excess of the Broker's earned commission shall be forwarded to the Escrow Agent in advance of title transfer. In the event of |
| 223 224 | a dispute over the Earnest Money, the parties acknowledge and agree that the Broker shall, as required by Ohio law, hold |
| 225 226 | Earnest Money in the Broker's non-interest bearing trust account pending the Broker's receipt of either: (1) mutual written authorization of the parties as to disbursement; or (2) a final court order authorizing disbursement of the funds. |
| 227 228 | BINDING AGREEMENT: For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when |
| 228 229 | the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such |
| 229 230 231 | signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made |
| 232 | part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not |
| 283 | inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery and recording of the Deed. |
| 234 235 | |
| | |

| | | spection Notice "For Your Protection" | The second Desirable Andreas desirable |
|--|---|--|---|
| through House Sale Cont | ingency Addendum | House Sale Concurrency Addendum | |
| Other "Blank addendu | | | erms and conditions of any addenda |
| supersede any conflicting | | ent. | |
| Michael Lepore | dotloop verified 03/23/17 6:05PM EDT 04KP-X8WJ-5ELV-VCGO | | |
| (BUYER) | Date (ADDF | RESS AND ZIP CODE) | (E-MAIL ADDRESS) |
| | dotioon verified | | |
| Josephine M Lepore | dotloop verified 03/23/17 6:13PM EDT WTZF-07N0-DPZW-WGWA | | |
| (BUYER) | Date (| Telephone) | (E-MAIL ADDRESS) |
| Nicole L Lepore | dottoop verified 03/23/17 6:49PM EDT EYTP-52WN-VHFR-QAC2 | | |
| | | lged of a \Box check made payable to \underline{C} | hicago Title Agency serving as |
| | | | |
| Depository; (OR | | subject to terms of the above offer. | |
| _B Jesse Kracht | dotloop verified 03/23/17 7:40PM EDT 8R8A-MWNU-GPBZ-Z | | Phone: 440-212-5656 |
| | | | |
| ACCEPTANCE: SELLER a | ccepts the above offer a | and irrevocably instructs the escrow ag | ent to pay from SELLER'S escrow funds |
| a commission of 3% on 1s | st \$100k, 2% on bala | ance percent (3/2 | %) of the purchase price to |
| | | leveland Southwest | (Broker) |
| | <u> </u> | | ng agreement |
| at (address) <u>18318 Pea</u> | ari Road Strongevillo () |)H 44136 and Per listic | |
| · · · · | arl Road Strongsville, C | | |
| · · · · | %) of the purchase price | | |
| · · · · | %) of the purchase price | eto | |
| percent (| %) of the purchase price | eto | |
| percent (| %) of the purchase price | eto | |
| percent (| %) of the purchase price at the following address | eto | |
| percent (| %) of the purchase price at the following address |) | |
| percent (| %) of the purchase price at the following address | eto | (E-MAIL ADDRESS |
| percent (| %) of the purchase price at the following address $\frac{1}{28} \frac{1}{2017}$ |) | |
| percent (| %) of the purchase price at the following address $\frac{1}{28} \frac{1}{2017}$ |) | |
| percent (| %) of the purchase price at the following address <i>Mr. 3/28/2017</i> Date Date | ato)(ADDRESS AND ZIP CODE) (TELEPHONE) | (E-MAIL ADDRESS) (E-MAIL ADDRESS) |
| percent (| %) of the purchase price at the following address blue: 3/28/2017 Date Date | (ADDRESS AND ZIP CODE) (TELEPHONE) (TELEPHONE) | (E-MAIL ADDRESS) (E-MAIL ADDRESS) |
| percent (| %) of the purchase price at the following address blue: 3/28/2017 Date Date | (ADDRESS AND ZIP CODE) (TELEPHONE) (TELEPHONE) | (E-MAIL ADDRESS) (E-MAIL ADDRESS) |
| percent (| %) of the purchase price at the following address M. $3/28/2017DateDates provided solely for theart of the terms of the A$ | (ADDRESS AND ZIP CODE) (TELEPHONE) (TELEPHONE) Multiple Listing Services' use and will Agreement. | (E-MAIL ADDRESS) (E-MAIL ADDRESS) I be completed by the Brokers |
| percent ((cooperating broker, if any, a Susan Ind (SELLER) (SELLER) The following information is or their agents and is not p Multiple Listing Information | %) of the purchase price at the following address M. $3/28/2017DateDates provided solely for theart of the terms of the A$ | (ADDRESS AND ZIP CODE) (TELEPHONE) (TELEPHONE) Multiple Listing Services' use and will Agreement. | (E-MAIL ADDRESS) (E-MAIL ADDRESS) I be completed by the Brokers |
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| notified that such property may present exposure to field from each obset plant at may need provide the property and poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quatient, behavioral problems, and impaired memory. Leap poisoning also poses a particular risk to pregnant women. The selter of any interest in residential real property required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection in the seller's bisclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i) | | Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards |
|--|---|--|
| Property Address: 21762 Seabury Ave Fairview Park, Ohio 44126 Selier's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i) | | Every purchaser of any interest in residential real property on which a residential aweiling was build price to 1970 notified that such property may present exposure to lead from lead-based paint that may place young children at n of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damag 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 required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspectio in collegies possible and notify the buyer of any known lead-based paint hazards. A risk assessment or inspectio |
| Seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i) | | Property Address: 21762 Seabury Ave Fairview Park, Ohio 44126 |
| (b) Records and reports available to the seller (check (i) or (ii) below): (i) | | (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below): (i) Known lead-based paint and/or lead-based paint hazards are present in the housing |
| Image: Anowiedgment Image: Anowiedgme | | (b) Records and reports available to the seller (check (l) or (ii) below): (i) |
| (f) Charles Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance. 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. Michael Lepore | | Image: A constraint of the presence of lead-based paint and/or lead-based paint hazards Image: A constraint of the presence of lead-based paint and/or lead-based paint hazards |
| 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>Josephine M Lepore dottoop</i> verified <i>dottoop</i> verifi | | (a) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is |
| | 1 | 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. |

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STATE OF OHIO

DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR THIS FORM IS NOT A SUBSTITUTE FOR ANY SUBAGENT REPRESENTING THE OWNER. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN INSPECTIONS. PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials <u>SC</u> Date <u>2-17-77</u> Owner's Initials <u>Date</u>

Purchaser's Initials 03/23/17 Date Purchaser's Initials Date

(Page 1 of 5)

2013

| | | TE OF OHIO DEPART OF COMMERCE | | 2013 |
|---|---|---|---|--|
| | | | | |
| | | nd rule 1301:5-6-10 of the Adn | andstrative code. | |
| O BE COMPLETED BY roperty Address: 21762 Sec | | المعادية من المعالم المعالم المعالم المعالم المعالية المعالية المعالية المعالية المعالية المعالية المعالية الم | 1 Park, Ohio | 44126-2665 |
|)wners Name(s): Susan E | Rindfleise | 4) Cobb | | |
| `` m£a- | , 20, 20 | owner is occupying the proper ner is not occupying the proper | ty, since what date: | 2006 |
| | | | | |
| THE FOLLOWING | 3 STATEMENTS OF | THE OWNER ARE BASEI |) ON OWNER'S ACTUA | L KNOWLEDGE |
| Public Wa | ater Service L Vater Service [Vell | bly to the property is (check ap Holding Tank Cistern Spring Pond | propriate boxes): Unknown Other | |
| No [1] If "Yes", please desc Water f s the quantity of water suff | Filters adde ficient for your househo he nature of the sanitar | er material problems with the v epairs completed (but not long <u><i>L</i></u> in <u><i>Kitchen</i></u> Sc old use? (NOTE: water usage v y sewer system servicing the p | will vary from household to | tor household) VYes No |
| Public Se | wer | Aeration Tank | Filtration Bed | |
| 1 11.5.8.11.5.8. | | Other | Inspected By: | |
| | wer dote at 1981 mished | aon: | Inspected 2.9. | |
| Unknown | | ackups or other material probl dicate any repairs completed (| but not longer than the past | 5 years): |
| Unknown If not a public or private set Do you know of any previe Yes No If "Yes", Information on the operation deportment of health or fi | ous or current leaks, b please describe and in- tion and maintenance he board of health of t | of the type of sewage system | serving the property is av | vailable from the |
| Unknown If not a public or private sev Do you know of any previo Yes No If "Yes", Information on the operat department of health or th | ous or current leaks, b please describe and im tion and maintenance he board of health of t | of the type of sewage system | serving the property is av he property is located. | n gutters? TYes No |
| Unknown If not a public or private set Do you know of any previe Yes No If "Yes", Information on the operation department of health or the C) ROOF: Do you know If "Yes", please describe an D) WATER INTRUSION | ous or current leaks, b please describe and in- tion and maintenance he board of health of t of any previons or cu ad indicate any repairs of N: Do you know of any | of the type of sewage system the health district in which the rrent leaks or other material p completed (but not longer than y previous or current water he o any area below grade, basem completed by all function | serving the property is av he property is located. roblems with the roof or rai the past 5 years): eakage, water accumulation | railable from the n gutters? Yes No , excess moisture or other s No if is caused basen |
| Unknown If not a public or private set Do you know of any previe Yes No If "Yes", Information on the operat department of health or the C) ROOF: Do you know if "Yes", please describe an D) WATER INTRUSION defects to the property, incl If "Yes", please describe an | ons or current leaks, b please describe and in- tion and maintenance he board of health of t of any previons or cur ad indicate any repairs of N: Do you know of any luding but not limited to ad indicate any repairs of | of the type of sewage system the health district in which the rrent leaks or other material p completed (but not longer than y previous or current water he o any area below grade, basem completed by all function | a serving the property is aw he property is located. roblems with the roof or rai in the past 5 years): eakage, water accumulation tent or crawl space?Ye fion of dehumid Tiles all rept Purchaser's Initiz | railable from the n gutters? \Box Yes \Box No , excess moisture or other s \Box No i fier caused bacen acee |
| Unknown If not a public or private set Do you know of any previe Yes No If "Yes", Information on the operation department of health or the C) ROOF: Do you know If "Yes", please describe an D) WATER INTRUSION | ons or current leaks, b please describe and in- tion and maintenance he board of health of t of any previons or cur ad indicate any repairs of N: Do you know of any luding but not limited to ad indicate any repairs of | of the type of sewage system the health district in which the rrent leaks or other material p completed (but not longer than y previous or current water he o any area below grade, basem completed by all function | a serving the property is aw he property is located. roblems with the roof or rai in the past 5 years): eakage, water accumulation tent or crawl space? Live fion of dehumid - files all rept | railable from the n gutters? \Box Yes \Box No , excess moisture or other s \Box No i fier caused bacen acee |

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| forestar an majorize related | eabury Avenue Fairview Park, One 44126 I damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture |
|--|---|
| ondensation: ice damming: sewer overflow/b | tackup; or leaking pipes, plumbing fixtures, or appliances? LIYes LYNO |
| f "Yes", please describe and indicate any rep | airs completed: |
| | mold by a gualified inspector? |
| Have you ever had the property inspected for | r you have an inspection report and any remediation undertaken: |
| 1 Tes , please describe and marcale whether | |
| a stand that arong home canft | ains mold. Some people are more sensitive to mold than others. If concerned about |
| his issue, purchaser is encouraged to have | a mold inspection done by a qualified inspector. |
| E) STRUCTURAL COMPONENTS (FOU | NDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND |
| EVTEDIOD WALLS). Do you know of any | v nrevious or current movement, shifting, deterioration, material cracks/setting (outer |
| han visible minor cracks or blemishes) or oth | er material problems with the foundation, basement/crawl space, floors, or |
| interior/exterior walls? | and indicate any repairs, alterations or modifications to control the cause or effect of any |
| problem identified (but not longer than the pa | and indicate any repairs, alterations or modifications to control the cause or effect of any st 5 years): <u>painting of hasement walls</u> |
| | |
| Do you know of any previous or current fin | e or smoke damage to the property? Ves No |
| f"Yes", please describe and indicate any rep | airs completed: |
| | |
| F) WOOD DESTROYING INSECTS/TER | RMITES: Do you know of any previous/current presence of any wood destroying |
| nsects/termites in or on the property or any es | xisting damage to the property caused by wood destroying insects/termites? Yes No pection or treatment (but not longer than the past 5 years): |
| I Yes, please describe and indicate any ma | |
| TARCHANICAL SYSTEMS: Do you k | now of any previous or current problems or defects with the following existing |
| nechanical systems? If your property does n | ot have the mechanical system, mark N/A (Not Applicable). |
| <u>YES NO</u> | N/A YES NO N/A |
|) Electrical Image: Constrained in the streng in the str | 8) Water softener Image: Constraint of the softener leased? Image: Constraint of the softener leased? 9) Security System Image: Constraint of the softener leased? Image: Constraint of the softener leased? 10) Central vacuum Image: Constraint of the softener leased? Image: Constraint of the softener leased? |
| .) Plumbing (pipes) | a. Is water softener leased? |
| Central heating Central Air conditioning Sump pump | 9) Security System |
| I) Central Air conditioning | a. Is security system leased? |
| 5) Sump pump | |
| 5) Fireplace/chimney | 11) Built in appliances |
| 7) Lawn sprinkler | 12) Other mechanical systems |
| | "Yes", please describe and indicate any repairs to the mechanical system (but not longer |
| han the past 5 years): | |
| IN DRECENCE OF HAZADDOUG MATE | RIALS: Do you know of the previous or current presence of any of the below |
| identified hazardous materials on the property | A A A A A A A A A A A A A A A A A A A |
| | Yes No Unknown |
| 1) Lead-Based Paint | |
| 2) Asbestos 3) Urea-Formaldehyde Foam Insulation | |
| b) Orea-Pormaidenyde Poant Insulation (1) Radon Gas | |
| a. If "Yes", indicate level of gas if known | |
|) Other toxic or hazardous substances | |
| | "Yes", please describe and indicate any repairs, remediation or mitigation to the |
| торепу: | |
| | ML |
| Owner's Initials <u>SC</u> Date <u>2-17-17</u> Owner's Initials <u>Date</u> Date | Purchaser's Initials 03/23/17 Date |
| Owner's Initials Date | (Page 3 of 5) Purchaser's Initials ML Date |
| | (Page 3 of 5) |
| | |
| | NHL |

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| "roperty Address_ 21762 Seabury | Avena | e Fairvie | W Park | 06.0 | , 44120 | 5-2.165 | 2 |
|--|---|---|---------------------------------|-------------------------------|--|-----------------------------|-----------------|
| UNDERGROUND STORAGE TANKS/WEI natural gas wells (plugged or unplugged), or aband If "Yes", please describe: | LS: Do you | u know of any unde wells on the proper | erground stor by? Yes | nge tanks (o 2 No | existing or re | emoved), of | il or |
| Do you know of any oil, gas, or other mineral right | leases on th | e property? | es 🛛 No | | _ | | |
| Purchaser should exercise whatever due diligend Information may be obtained from records cont | | a doome neeseer | with respec | t to oil, gas ounty whe | s, and other re the prop | mineral r erty is loca | ights. ited. |
| J) FLOOD PLAIN/LAKE ERIE COASTAL EF | | | | Yes | No- | Unknow | n |
| Is the property located in a designated flood plain? Is the property or any portion of the property include | ied in a Lak | e Erie Coastal Eros | ion Area? | H | N | H | |
| K) DRAINAGE/EROSION: Do you know of an affecting the property? VYes No | ny previous | or current floodin | ig, drainage, s | n other otte | mote to coni | vol sov | |
| If "Yes", please describe and indicate any repairs, problems (but not longer than the past 5 years): | | poor draine | ge back y | <u>ara lot</u> | The | | |
| L) ZONING/CODE VIOLATIONS/ASSESSM building or housing codes, zoning ordinances affect If "Yes", please describe: | ENTS/HOM ting the pro | AEOWNERS' AS perty or any nonco | SOCIATION | V: Do von | know of any | violations | of |
| Is the structure on the property designated by any p district? (NOTE: such designation may limit chan If "Yes", please describe: | ges or unpre | oversients that they | toric building be made to th | gor as being the property) | g located in . Ves | an historic | <u> </u> |
| Do you know of any recent or proposed assessm If "Yes", please describe: | onthly fee egulations of tion, SID, C | f, or the payment of | length of pay | ment (year | sn | nonths |) rty, |
| | | | | | <u> </u> | | |
| M) BOUNDARY LINES/ENCROACHMENT following conditions affecting the property? Ye | S/SHARED s No | DRIVEWAY/PA | RTY WALL | S: Do you | know of an | y of the Yes | No |
| Boundary Agreement Boundary Dispute Recent Boundary Change If the answer to any of the above questions is "Ye | বব্য | 4) Shared Drivev 5) Party Walls 6) Encroachment escribe: | s From or on | Adjacent P | roperty | | A R |
| N) OTHER KNOWN MATERIAL DEFECTS | : The follo | wing are other know | wn material d | efects in or | on the prop | erty: | |
| | ······································ | | | | | | |
| For purposes of this section, material defects wou be dangerous to anyone occupying the property of property. | ld include a r any non-ol | ny non-observable servable physical o | physical cond condition that | lition existi could inhil | ng on the pr bit a person' | operty that s use of the | could ; |
| Owner's Initials <u>9</u> Date <u>2-17-17</u> Owner's Initials <u>Date</u> | | | | chaser's In chaser's In | initial and a | Date | |
| Uwner's initials Date | I | (Page 4 of 5) | | | 1111815 03/23/17 03/23/17 6:49PM EI | | |

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Property Address

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:

OWNER: Sunder & Pable DATE: 2-17-17

DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural The Department maintains an online map of known abandoned underground mines on their website at Resources. www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

| PURCHASER: | Michael Lepore | dotloop verified 03/23/17 6:05PM EDT FZ8P-MBSR-3EB7-4IYR | DATE: |
|------------|---------------------------------------|--|-------|
| | Josephine M Lepore | dotloop verified 03/23/17 6:13PM EDT KOTI-RVSE-B1YU-F0MS | DATE: |
| | · · · · · · · · · · · · · · · · · · · | ······································ | |
| | | deting a work ford | |

Nicole L Lepore

dotloop verified 03/23/17 6:49PM EDT BVSR-HQZD-QSJK-BD2K _____5 of 5)

Page 1 of 2

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dotloop signature verification:

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT Keller Williams® Realty GREATER CLEVELAND SOUTHWEST

To: _____ Michael, Josephine M & Nicole L Lepore

From: Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and Jesse Kracht Property Address: 21762 Seabury Ave, Fairview Park, 44126 Date: 03/22/2017

This is to give you notice that Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and its agent Jesse Kracht has/have a business relationship with Venture Land Title Agency, LLC. Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and Jesse Kracht is/are equity owners of Venture Land Title Investors III, LLC Venture Land Title Investors III, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and its agent Jesse Kracht a financial or other benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC have ownership in Venture Title Holdings, LLC. Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC and Venture Land Title Agency, LLC, this referral may provide Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon, or Ohio Real Title Agency, LLC a financial or other benefit.

Further, this is to give you notice that Keller Williams® Realty Greater Cleveland Southwest and many of its principals have a business relationship with Realty Insurance Agency ("RIA"). These principals of Keller Williams® Realty Greater Cleveland Southwest indirectly own 4% of RIA. Because of this relationship, this referral may provide Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and its principals a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Realty Insurance Agency, LLC:

dotloop signature verification: www.dotloop.com/my/verification/DL-230468425-5-31U1 dotloop signature verification: www.dotloop.com/my/verification/DL-220468425-5-31U1

Insurance premiums vary with the amount of coverage. Policies for homes from \$50,000 to \$250,000 range from \$200.00 to \$1000.00.

Venture Land Title Agency, LLC:

Title insurance premium: Title examination fee: Title Commitment fee: As filed with the State of Ohio \$295.00 to \$395.00 \$100.00

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Keller Williams® Realty GREATER CLEVELAND SOUTHWEST and Jesse Kracht is/are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

| Michael Lepore | dotloop verified 03/23/17 6:05PM EDT JYXI-METF-2MB9-0T0N |
|--------------------|--|
| Buver/Borrower | Date |
| Josephine M Lepore | dotloop verified 03/23/17 6:13PM EDT ZCUQ-YHB2-9PH6-AIPY |
| Nicole L Lepore | dolicop verified 03/23/17 6:49PM EDT OBRC-MPNA-ZTWT-6N86 |
| Buyer/Borrower | Date |

3/28/17 Seller

Seller

Date

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AGENCY DISCLOSURE STATEMENT



| age adv and Pro | e real estate agent who is providing you with this form is required to do ent or the agent's brokerage by merely signing this form. Instead, the pu vised of the role of the agent(s) in the transaction proposed below. (For purp d the term "buyer" includes a tenant.) operty Address: 21762 Seabury Ave, Fairview Park, 44126 | rpose of this form is to confirm that you have been |
|--------------------------|---|--|
| Bu | yer(s): Michael, Josephine M & Nicole L Lepore | |
| Sel | ller(s): Susan E. Cobb | |
| The | I. TRANSACTION INVOLVING TWO AGENTS IN TV e buyer will be represented by Jesse Kracht | KWGCSW |
| The | c seller will be represented by Christopher C. Kaylor AGENT(S) AGENT(S) | , and |
| | II. TRANSACTION INVOLVING TWO AGENTS I | N THE SAME BROKERAGE |
| Ift | two agents in the real estate brokerage | |
| | present both the buyer and the seller, check the following relationship that w | |
| | Agent(s) | |
| | Agent(s) involved in the transaction, the broker and managers will be "dual agents", As dual agents they will maintain a neutral position in the transaction and t | work(s) for the seller. Unless personally which is further explained on the back of this form. hey will protect all parties' confidential information. |
| | and will be working for both the buye on the back of this form. As dual agents they will maintain a neutral positic confidential information. Unless indicated below, neither the agent(s) nor t has a personal, family or business relationship with either the buyer or sell | he brokerage acting as a dual agent in this transaction |
| | III. TRANSACTION INVOLVING ONLY ONI | E REAL ESTATE AGENT |
| Ag | gent(s) and real estate broker | agewill |
| | be "dual agents" representing both parties in this transaction in a neutral ca this form. As dual agents they will maintain a neutral position in the transa information. Unless indicated below, neither the agent(s) nor the brokerage personal, family or business relationship with either the buyer or seller. If | pacity. Dual agency is further explained on the back of ction and they will protect all parties' confidential e acting as a dual agent in this transaction has a |
| | represent only the (check one) seller or buyer in this transaction as represent his/her own best interest. Any information provided the agent matrix | a client. The other party is not represented and agrees to ay be disclosed to the agent's client. |
| | CONSENT I (we) consent to the above relationships as we enter into this real estate tr (we) acknowledge reading the information regarding dual agency explained | ansaction. If there is a dual agency in this transaction, I d on the back of this form. |
| | Michael Lepore EDT jFIIP-ZTJ4-ZF8K-S9Xj | Jusan Copp 3/28/17 |
| | BUTLIVILIANT | R/LANDLORD / / |
| | Josephine M Lepore 938L-AATY-ETJM-RBHZ | |
| | | R/LANDLORD |
| | Nicole L Lepore double contract double weified 03/23/17 6:49PM EDT CSWA YFLB-MSSL-X8XN | Effective 01/01/05 |

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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 an attorney or to:





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



Seller's Initials:

Effective 01/01/05

Page 2 of 2

| | ELLER E A L. T Cleveland Southwest | | | |
|--|--|---|--|------------|
| PROM | ISSORY NOTE | | | |
| The undersigned hereby promises to pay to the orde | r of Ohio Real Tit | le | | |
| the sum of Sixteen hundred dollars | | | \$ <u>1600</u> | .00 |
| the sum of <u>Sixteen numbred utility</u> and further agrees that this Promissory Note is pay Purchase and Acceptance for the property | vable on demand | as of the date due p | ursuant to th | e Offer I |
| the sum of <u>Sixteen numbred uppars</u> and further agrees that this Promissory Note is par Purchase and Acceptance for the property , (| yable on demand located at <u>2176</u> Dhio. | as of the date due p | oursuant to th view Park, 4 | e Offer t |
| the sum of <u>Sixteen numbred donars</u> and further agrees that this Promissory Note is pay Purchase and Acceptance for the property , C | yable on demand a located at 2176 Dhio. | as of the date due p 2 Seabury Ave, Fair | oursuant to th view Park, 4 dottoc 03/23 TPC1- | p verified |

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NC.

For Your Protection: Get a Home Inspection

Michael, Josephine M & Nicole L Lepore

Property Address 21762 Seabury Ave, Fairview Park, 44126

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- -Evaluate the physical condition: structure, construction, and mechanical systems.
- -Identify items that need to be repaired or replaced.
- -Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

-To estimate the market value of a house.

- -To make sure that the house meets FHA minimum property standards/requirements.
- -To make sure that the house is marketable.

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Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I / We understand the importance of getting an independent home inspection. I / We have considered this before signing a contract with the seller for a home.

- I / We choose to have a home inspection performed.
 - I / We choose not to have a home inspection performed.
 - I / We have received a list of at least 3 qualified inspectors.

| x | Michael Lepore | dotloop verified 03/23/17 6:05PM EDT 9CGI-LITP-ZZZZ-LSAW | X | Josephine M Lepore | dotloop verified 03/23/17 6:13PM EDT PHPY-OCBF-F0X9-ZQYP |
|---|------------------|--|---|--------------------|--|
| | Signature & Date | | | Signature & Date | |
| | Nicole L Lepore | doxloop verified 03/23/17 6:49PM EDT ESJX-BRXA-VZ39-RTFW | | | SC. |



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ADDENDUM:

| This is an Addendum to the Purchase Agre | ement dated <u>03/22</u> | 2/2017 | | |
|--|--------------------------|--------------------------|---------------------|---------------------------------|
| for the purchase and sale of the Property l | known as (Street Ad | dress) | | |
| 21762 Seabury Ave, Fairview Park, 4412 | | | , Ohio | |
| Michael, Josephine M & Nicole | L Lepore | | ("BUYER") | |
| and_Susan E. Cobb | | | ("SELLER") | |
| The following is hereby mutually agreed | l upon by said BUY | (ERS and the SELLERS | 5: | |
| This offer is contingent upon the buyers purchase agreement and supporting do | review and accep cs. | tance of an attorneys r | eview of the | |
| seller will Not UNTI this contin seller is acceptable reviewed by attom | ngeatcy h e to suy- | as been re eas having | emoved. contract | S MLC MLC 03/29/17 |
| doticop verified O3/23/17 6:05PM E BELK-UMUM-XBBG | DT IZ3A | Sum loff | 3/28/2017 | |
| BUYER DATE | SE | ELLER | DÁTE | |
| Josephine M Lepore doloop verified 03(23/17 6: 13PM WWZ-WOOP-KOI | EDT 2-KAIV | | | |
| BUYER DATE | SE | ELLER | | |
| Nicole LLepore dottoop verified 03/23/17 649PM P2W-3/2H-WZA | 4 ЕДТ 7РОВ | | | |



WALK THROUGH ADDENDUM

The following provisions are part of the Offer to Purchase Real estate and Acceptance between Michael, Josephine M & Nicole L Lepore (BUYER) and

Susan E. Cobb for the Property located at 21762 Seabury Ave, Fairview Park, 44126

Ohio, with offer dated 03/22/2017

The parties hereby agree as follows:

- 1. Buyer will be given an opportunity to walk through the Property on or about <u>five</u> day(s) prior to title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement. Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.
- 2. The Property shall be in broom clean condition and free of all personal property and debris at the time of possession.

| | Michael Lepore | dodoop verified 03/23/17 6:05PM EDT OILU-RBVI-SQTM-NV3G | |
|-------|--------------------|---|------------|
| BUYER | Josephine M Lepore | dotloop verified 03/23/17 6:13PM EDT X0V3-3XD4-4TBY-RBAA ER: | Stean Cobl |
| BUYER | Nicole L Lepore | dotloop verified 03/23/17 6:49PM EDT CTPT-AIW2-SQP5-IZZQ | |
| DATE: | , | DATE: | \$28/2017 |



(SELLER)



CONSUMER GUIDE TO AGENCY RELATIONSHIPS KELLER WILLIAMS[®] REALTY GREATER CLEVELAND SOUTHWEST

We are pleased you have selected Keller Williams[®] Realty Greater Cleveland Southwest to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Keller Williams[®] Realty Greater Cleveland Southwest can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

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Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Keller Williams® Realty Greater Cleveland Southwest

Keller Williams[®] Realty Greater Cleveland Southwest does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Keller Williams[®] Realty Greater Cleveland Southwest and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Keller Williams[®] Realty Greater Cleveland Southwest will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS KELLER WILLIAMS[®] REALTY GREATER CLEVELAND SOUTHWEST

In the event that both the buyer and seller are represented by the same agent, the agent and Keller Williams[®] Realty Greater Cleveland Southwest will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Keller Williams[®] Realty Greater Cleveland Southwest has listed. In that instance, Keller Williams[®] Realty Greater Cleveland Southwest will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

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When Keller Williams[®] Realty Greater Cleveland Southwest lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Keller Williams[®] Realty Greater Cleveland Southwest does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Keller Williams[®] Realty Greater Cleveland Southwest shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and Keller Williams[®] Realty Greater Cleveland Southwest will be representing your interests. When acting as a buyer's agent, Keller Williams[®] Realty Greater Cleveland Southwest also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes, (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

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CONSUMER GUIDE TO AGENCY RELATIONSHIPS KELLER WILLIAMS[®] REALTY GREATER CLEVELAND SOUTHWEST

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You have been presented with Keller Williams[®] Realty Greater Cleveland Southwest "Consumer Guide to Agency Relationships". Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide.

Your signature will not obligate you to work with our company if you do not choose to do so.

AusanCorb 3/2017 Susan Cobb (Please Print) (Please Print) Name Name dotloop verified 03/23/17 6:13PM EDT SUTT-FKXI-0PWG-P77 dotloop verified 03/23/17 6:05PM EDT NV1I-YF00-MAKO-ETL6 Josephine M Lepore Michael Lepore Signature Date Date Signature dotloop verified 03/23/17 6:49PM EDT OCXX-KAUW-ZPD8-PDYY Vicole <u>L'Lepore</u>

R