

# Residential Property Exclusive Right to Sell Agreement

Seller, as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, Realty Trust Services, to offer for sale the Property at the price and terms stated below.

Proper	(Street Address)	(Municipality)	(State)	(Zip)	
Perm. F	Parcel or Tax I.D. No.				
I.	List Price \$ 6,000	Change pr	ice to \$	after	***************************************
		Change pr	ice to \$	after	
	•	Change pr	ice to \$	after	
2.	Right to Sell: In consideration of Broker's agreement Broker the Exclusive Right to sell the Property from	to diligently work an April 21 2017	d secure a Purchaser through midni	for the Property, Seller h	In the
	event of sale or exchange of the Property at the price: Seller agrees to pay Broker's commission, in the amou additional commission of \$249.00 at closing to Realty	unt of seven percent (	7%) of the Purchase	Price. In addition, Seller	shall pay an
3.	Protection Period: Seller agrees to refer to Broker al during the Exclusive Period or any extension thereof. the Exclusive Period (or any extension thereof) has ex- above if the Purchaser has contact with Broker, or any Period (or any extension thereof), and Seller knew or obligated to pay said commission if Seller enters into	I real estate licensees, In the event of any s opired, it is further agr real estate licensee r has been advised in w	customers, or prosp sale or exchange of the reed that the Seller we egarding the purchas writing of such contact	ects who may come to Se the Property within six (6) ill pay the commission do the of the Property during to the However, Seller shall to	eller directly months after escribed the Exclusive not be
4.	Authorization to Market: Broker is authorized, at its remove all other such signs, to place a lock box on the of showing it to prospective purchasers, to cooperate	e property, to have account other brokers and	cess to the property a l use photos of same	t all reasonable times for for promotional purposes	the purpose
5.	property shall be entered into multiple listing services Fair Housing: It is illegal, pursuant to the Ohio Fair I Federal Fair Housing Law 42 U.S.C.A. Section 3601 accommodations, refuse to negotiate for the sale or re accommodations because of race, color, religion, sex, handicap, disability, as defined in that section, or national the financing of housing, or in the provision of real estatement to sell or rent a dwelling by representations reof the protected classes.	Housing Law, Division to refuse to sell, transintal of housing accomfamilial status, as defonal origin, or to so ditate brokerage services	n (H) of section 411 fer, assign, rent, leasumodations, or other fined in Section 4112 iscriminate in advertions. It is also illegal fo	2.02 of the Revised Code e, sublease, or finance Howise deny to make unavailable. 01 of the Revised Code, sing the sale or rental of r profit, to induce or atter	ousing ilable housing ancestry, housing, in mpt to induce
6.	Seller's Property Description: I understand that the advertise my property to the public and it is essential to INPUT SHEET (OR MARKED UP PREVIOUS MLS	hat this information b	e accurate. I HAVI	REVIEWED THE MLS	

CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at the time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items, which may become known to me, prior to recording the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM" to the Purchaser, then the Purchaser may terminate the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

DocuSign	Envelope ID: C97AE0AD-2A3E- Title: Title will be conveyed	to the Purchaser or nominee by appropria	te deed, with release of dower, if any, and Seller shall pay	y for a
	title search and the premium i	or an Owners Policy of the Title Insurance	te issued in the amount of the purchase price insuring title	s eting.
	except for allowable exception	is appearing in the Purchase Agreement.	Appurtenant Fixtures: Items such as wall-to-wall carpe s, landscaping and many indoor and outdoor decorative it	ems. i
	garage door openers, smoke o	electors, outli-in appliances, right than pro	perty unless specifically excluded in the Purchase Agree	ment.
	any, may legally be "fixures"	and, it so, they must remain with the pro	ing what you may take and what should remain with the	
	Discuss this matter with your	agent/Broker to avoid uncertainty regard	Agreement. Fixtures Excluded from Sale:	
	property and make specific pi	ovisions for these dems in such ruchase	Agreement 1 Maries Exercises from Care	
	Carlo Marian			
8.	Home Warranty: I agree	to provide not to provide a limited hon	ne warranty program from	ata
•	charge of \$ plus option program on this Property.	s, if any. I understand a broker or agent i	may be compensated if I offer or pay for a home warranty	ý
9.	Municipal Required Inspec	ion: I agree to apply for and obtain any i	nspections and/or certificates required by law and shall p	ace
	said document(s) in escrow.	The responsibility for curing said violation	ons shall be assumed by thesellerpurchaser.	
10.	Fees to Sub Agents and Dus	Agents: Owner authorizes Broker to lis	t the Property in any Multiple Listing Service. Owner	
	authorizes Broker to offer cor	npensation in accordance with Broker's c	ompany policy, which is to offer \$1000 Flat Fee ompen	sation
	to Subagent or Buyer's agents	. Owner has received Broker's written dis	sclosure of its company policy on agency relationships. I	T
	prospective buyer of the Prop	erty is represented by Broker, or any other	er agent of Broker, or if the prospective buyer is an emplo	yee o
	agent of Broker, Broker will	be considered a "dual agent" (that is agent	tor both Owner and Scalery.	:
11	Lead Based Paint Disclosur	e: Owner has been advised that if the Fro	perty contains housing constructed before 1978 Owner is rd information pamphlet; (b) to disclosing to Broker and	the
	required (a) to provide to the	known lead hased naint and/or lead base	d paint hazards on the Property and (c) to provide to Bro	ker an
	the nurchaser any additional	nformation, records or reports in Owner's	possession or available to Owner pertaining to lead base	d pair
	hazards in the Property. In a	ddition. Owner must provide to Purchase	r a 10-day opportunity to conduct a risk assessment or	
	inspection of the Property for	the presence of lead based paint and/or le	ead based paint hazards, unless waived by the purchaser i	in
	writing Finally any contract	for the sale of Property shall include an a	ttachment containing a Lead Warning Statement as well	as the
	information and disclosure de	scribed above. Owner agrees to comply	with these requirements and to indemnify, defend and he	31 <b>U</b> 1222
			ading attorney's fees, arising from Owner's violation of the	ecsc.
12	requirements.  Additional terms: House	to be sold as -is seller to make not	repairs all offer welcome. Unsecured - Buyer	<del></del>
	to do all check on histo			
		4		
		The state of the s	1 3 State of the s	
The wo	ord "I" in this agreement shall π	can all sellers, jointly and severally, who	have signed this agreement. I understand that this agreen gned copy of this agreement (If seller is married, both	HCHL
	ot guarantee the sale of my prop res a <del>re re</del> pagnad)ed by:	erry. I hereby acknowledge receipt of a si	great copy of this agreement (it some a matter, over	
signatu	ies are respirationles by		4/24/2017	
SELLE	R: Dobusidned 59438	Grace Yates	DATE: 4/24/2017	
SELLE	R. Seth Yates	Seth Yates	DATE:4/24/2017	
.انادادات	B8AD141B09364B9	Account of the second of the s		
ADDR	ESS:		PHONE:	
AGEN	T: Mutil C	May	DATE: 4-20-17	
			/	

OFFICE: REALTY TRUST SERVICES, LLC, 29550 Detroit Road, Suite 102, Westlake, OH 44145

COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 440-427-0123

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.





# Realty Trust CONSUMER GUIDE TO Services AGENCY RELATIONSHIPS

We are pleased you have selected Realty Trust Services to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Realty Trust Services 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

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. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. 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 Realty Trust Services- Our Policy On Agency

Realty Trust Services 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 Realty Trust Services 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. Realty Trust Services will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and Realty Trust Services 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, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties Realty Trust Services has listed. In that instance, Realty Trust Services 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

When Realty Trust Services lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. Realty Trust Services 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 Realty Trust Services 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 Realty Trust Services will be representing your interests. When acting as a buyer's agent, Realty Trust Services 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, 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. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Seth Vates

Grace Yates		Seth Yates	
Name	(Please Print)	Name	(Please Print)
DocuSigned by:	4/24/2017	Docusigned by:  Seth Yates  BRAD141B09304B9	4/24/2017
Signature	Date	Signature	Date

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

#### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 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 is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

for possible lead-based paint hazards is recommended prior to purchase.
Property Address: 635 Parkman Road, NW, Warren, Ohio 44485
Seller's Disclosure
(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 (explain).
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
(b) Records and reports available to the seller (check (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
Purchaser's Acknowledgment
(c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
(e) Purchaser has (check (i) or (ii) below):
(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
Agent's Acknowledgment
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
Grace Yates 4/24/2017 Seth Yates 4/24/2017
Seller Date Seller Date
Purchaser) Date Purchaser  Date
Agent Date Agent Date



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Prope	erty Addre	ss: 635 Parkman	Road, NW, V	Varren, Ohio 44485	
Buye Selle	r(s):	race Yates	Seth Ya	ites	
		I. TRANSACTI	ON INVOLVING TWO AGI	ENTS IN TWO DIFFERENT BRO	KERAGES
The l	buyer will	be represented by	AGENT(S)	, and	BROKERAGE
The s	seller will	be represented by <u>C</u>	nristopher Kaylor	, and Realt	y Trust Services. BROKERAGE
If tw	o agents ir	the real estate broke		AGENTS IN THE SAME BROKE	ERAGE
	Agent(s)_ Agent(s)_	the transaction tha	broker and managers will be "	work(s) for the	ne seller. Unless personally ed on the back of this form.
;	andon the bac	k of this form. As du	al agents they will maintain a second control of the second contro	prokerage. Therefore, agents	they will protect all parties a dual agent in this transaction
Agei	nt(s)	III. TR	ANSACTION INVOLVING and real	ONLY ONE REAL ESTATE AGE estate brokerage	
	be "dual a this form.	As dual agents they	will maintain a neutral position below, neither the agent(s) nor	n a neutral capacity. Dual agency is a in the transaction and they will prot the brokerage acting as a dual agent or seller. If such a relationship does	ect all parties' confidential in this transaction has a
	represent or	only the (check one) his/her own best inter	☐ seller or ☐ buyer in this tra est. Any information provided	nsaction as a client. The other party if the agent may be disclosed to the ag	is not represented and agrees to ent's client.
			C	ONSENT	·
	I (we) con (we) ackn	sent to the above rela owledge reading the	tionships as we enter into this nformation regarding dual age	real estate transaction. If there is a dency explained on the back of this for Grace Ya	ual agency in this transaction, I m. tes 4/24/2017
	BUYER/TENAI	VT	DATE	Seth Yates Seth Yate	
	BUYER/TENAI	NT	DATE	SELLEBSANQ4889364B9	DATE

# 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<sup>th</sup> Floor
Columbus, OH 43215-6133
(614) 466-4100



## **NEOHREX RESIDENTIAL LISTING INPUT SHEET**

Required Fields are in Red, Bold, and Italicized Text





Property Addres	ss: 635 Parkr	nan Road, NW, V	Varren, Ohio 444	485				
	Christopher ka		Date Listed:			Listing #:		
						3	- Helenther L	
Agent ID: 20	)11003065		Showing Instr	ruction	Showing Serv	ice Phone 3	308401073	
Co-Agent ID:		[L]C	all Agent 🔲 Key	in Office	Showing Infor			
Co-Agent Name	):		all Office Uth	er Lockbox	*			
Listing Type	e Limited	CAMAAA		wing Service				
Exclusive Rig			lectronic		Contact ag	ent for acce	ess text or email	
Reserved Pro	ospect	Buyer	s Broker Comp:		Compensation E	xpl (red for Varia	ble, Grad, Bonus, Other)	
☐ Exclusive Age		mpensation Dual Graduated						
County:		APN:	I L None [ L Uine		LS Cross Refer			
Street #:		r;	Pre-Direction:	Stre	et Nama	ence.		
Street Type:	PostDir	.: Unit#	City	0110	Zio		+4	
Subdiv./Comple	X		Township	}			•	
Area	Sc	chool Dist		Map Co	ordinates		(Ex. Cuy22B3)	
Internet Listin	Show Addr to	Client Show Addr t	o Public   Seller Op	ot Out Photo S	hort Sale Lis	ting Date:	·	
☐ Yes ☐ No	☐ Yes ☐	No Yes	□ No □ Yes	i □ No □	Yes □ No Ex	oiration Date	*	
Auction	Start Date					t Price:	-	
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Possession		Ownership	Occupant Type	Ann. Taxes:		Available Fina		
30 Days or L		☐ HUD	□Owner	Assessme			FHAVA	
☐ Negotiable ☐ Time of Tran	Bank	RE Brokerage	☐Tenant	L Yes □ N			Lease option	
Other	Estate ☐ Estate	r □ Principal/NR □ Resident	□Vacant	Homestead Exe		nventional	Land Contract Mort by Seller	
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Add APN#1: Add APN#3:			Add APN#2: Add APN#4:		Andrew Control of the	Widespe		
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Style (3 choi	ices max)	Exterior	Exterior Features	Roo	<i>,</i>	Garag	1e	
☐ Bí-Level	☐ Moble/Manf.	☐ Aluminum	Aby Grd Pool	☐ Asph/F	iber A	cess fm Unit	Heated	
Bungalow	☐Modular	Brick	Barn/Stable	Rubbe		signed/Rsrvd	Other	
☐ Cape Cod	☐ Multi-Unit	Cedar	☐ Boat House	☐Shake		ached	Parking Garage	
Cluster Home	Ranch	Log	☐ Deck	□Slate		rport(s)	☐ Parking Lot	
Colonial Split	☐ Level	Stone	Enc Patio/pch	Tile		tached	RV/Boat Pad	
Contemp/Mdm	Townhouse	Stucco	☐ In Grd Pool	☐ Wood S	Shingle Do	or Opener	☐Unit Garage	
☐ Conventional	☐Tudor	□Vinyl	☐ Patio	Other		ain	☐ Water Available	
☐ Half Duplex	□Victorian	□Wood	Porch	<u> </u>		ectric	□None	
☐ High Rise	□Villa	Other	Sprinkler/irr.					
Other			Stg Shed/Out					
			Other					

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Basement		Fence		<u> </u>			pliances								3 Ó Em á		_
☐ Common ☐ Sia	ab [	Chain Link [	Vinyl/Plastic	4	io System	Same S	Air Cint			Ran				1		er So	TK
☐ Crawl ☐ Un	finished		Wood	4	t. Vacuum	Fre		-			iger			اليا	Hot	i MD	$\dashv$
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Partially Finished		Privacy		Dry	er .	□Ove	śú			Nas	sher	-	1				
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	Gravity	Wiood/Pellet	Heating	Fuel	□Att	c Fan	Othe	er		⊒с	iste	m V	Vell	Ī	W	lell	
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	HofWater/Steam	□None	Dual	Propane	e 🗆 He	at Pump				JP	riva	te V	Vate	21			
Fireplace -Other	Radiant	☐ Other	☐ Electric	☐ Solar	□Wa	ill Unit				P	ubli	ic Se	ewe	r			
☐ Forced Air	Radiators		Gas	Wood	□Wi	ndow Uni	t					c W	ate	4			_
Geothermal	Space Heater(s)		Other		□No	nė				Js	epti	ic					
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Public Remarks (1250 Characters MAX)	TBD	
Broker Remarks (500 Characters MAX)	· ·	
_	TBD my agent	
	-	
Directions (250 Characters MAX) TBD	) by agent	
DocuSigned by:		
Seller's Signature:	Grace Yates	Date: 4/24/2017
3FD002148553438  DocuSigned by:	44-24-Hilde Indianate Inno 12-20-	
Sette Vates	Seth Yates	4/24/2017
Seller's Signature:	Seen races	Date:
		-
Agent's Signature: //////////	2 C/G/7	Date: 4-20-17
- Janes - Jane		are in the second

Information Deemed Reliable But Not Guaranteed

#### 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 SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN 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

Owner's Initials

Owner's Initials

Owner's Initials

Purchaser's Initials Date
Purchaser's Initials Date

(Page 1 of 5)



# STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDEN	NTIAL PROPERTY DIS	CLOSURE FORM	
Pursuant to section 5302.30 of the Revised Co	de and rule 1301:5-6-10 of the	Administrative Code.	
TO BE COMPLETED BY OWNER (Please	Print)		
Property Address: 635 Parkman Road	, NW, Warren, Ohio 44485		
Owners Name(s):			
Grace Yates	Seth Yates		
LARCE.			
		perty, since what date: perty, since what date:	
THE FOLLOWING STATEMENTS	OF THE OWNER ARE BAS	SED ON OWNER'S ACTUAL KNOWLEDGE	
A) WATER SUPPLY: The source of water s	supply to the property is (check	appropriate boxes):	
☐ Public Water Service	Holding Tank	Unknown	
Private Water Service	☐ Cistern	Other	
Private Well	☐ Spring		
Shared Well	Pond		
No If "Yes", please describe and indicate an	itary sewer system servicing the Private Sewer Aeration Tank Other pection:	e water supply system or quality of the water? Yes orger than the past 5 years):  e will vary from household to household) Yes Note property is (check appropriate boxes):  Septic Tank Filtration Bed  Inspected By: blems with the sewer system servicing the property? (but not longer than the past 5 years):	- Io
	A: E		
Information on the operation and maintenandepartment of health or the board of health			
<del>-</del>	current leaks or other materia	problems with the roof or rain gutters?	o —
D) WATER INTRUSION: Do you know of defects to the property, including but not limite If "Yes", please describe and indicate any repair	ed to any area below grade, base	leakage, water accumulation, excess moisture or other ment or crawl space? Yes No	
	manharan nahan kanan nahan kanan nahan	THE STREET STREET	
Owner's Initials Date 4/24/2017		Purchaser's Initials Date	
Owner's Initials SU Date 4/24/2017		Purchaser's Initials Date	
	(Page 2 of 5)		

Property Address	635 Parkman Ro	ad, INVV, VVar	ren, Onio 44465			
Do you know of any wat condensation; ice dammi If "Yes", please describe	ng; sewer overflow	backup; or leak	cing pipes, plumbing	s as a result of floo fixtures, or appliar	ding; moisture nces? Yes	seepage; moisture
Have you ever had the pr If "Yes", please describe				any remediation u	Yes No	
Purchaser is advised the this issue, purchaser is					than others.	If concerned about
E) STRUCTURAL COEXTERIOR WALLS): than visible minor cracks interior/exterior walls?  [Yes No If "Y problem identified (but no	Do you know of an or blemishes) or of es", please describe	y previous or her material pro and indicate ar	current movement, s	shifting, deteriorati lation, basement/cr	on, material cr rawl space, floo	acks/settling (other ors, or
Do you know of any pre If "Yes", please describe				□Yes □No		THE STATE OF THE S
F) WOOD DESTROYI insects/termites in or on t If "Yes", please describe	he property or any e	xisting damage	to the property cause	ed by wood destroy	ying insects/ter	ood destroying mites? Yes No
G) MECHANICAL SY mechanical systems? If y  1) Electrical 2) Plumbing (pipes) 3) Central heating 4) Central Air conditionic 5) Sump pump 6) Fireplace/chimney 7) Lawn sprinkler If the answer to any of the than the past 5 years):	YES NO YES NO O O O O O O O O O O O O O O O O O O	ot have the med	8) Water softene a. Is water soft 9) Security Syste a. Is security syste 10) Central vacuu 11) Built in applia 12) Other mechan tescribe and indicate	c N/A (Not Application of the control of the contro	able).  YES N  C  C  C  C  C  C  C  C  C  C  C  C  C	
H) PRESENCE OF HA identified hazardous mate  1) Lead-Based Paint  2) Asbestos  3) Urea-Formaldehyde Fo  4) Radon Gas  a. If "Yes", indicate le  5) Other toxic or hazardo  If the answer to any of the property:  DS	rials on the property  oam Insulation  vel of gas if known  us substances	Yes H	No H	Unknown		
	Date 4/24/2017 Date 4/24/2017		(Page 3 of 5)	Purchaser Purchaser	's Initials 's Initials	Date

Property Address	635 Parkman	Road, NVV, VV	arren, Onio 4448:	<b>D</b>				
f) UNDERGROUND natural gas wells (pluging "Yes", please described.	ged or unplugged), or	abandoned water	r wells on the proper	ty? ∐Yes	rage tanks (e	xisting or	removed),	oil or
Do you know of any oi	l, gas, or other miner	al right leases on	the property?	es No	•.			· · · · · · · · · · · · · · · · · · ·
Purchaser should exe Information may be o	cise whatever due ( btained from recor	liligence purcha Is contained wit	ser deems necessary hin the recorder's o	with respect ffice in the c	ct to oil, gas, county wher	and othe	r mineral erty is loc	rights. ated.
J) FLOOD PLAIN/L. Is the property located is the property or any p	n a designated flood	plain?		ion Area?	Yes	No	Unknov	wn
K) DRAINAGE/ERO affecting the property? If "Yes", please describ problems (but not longe	YesNo e and indicate any re	pairs, modification	ons or alterations to the	he property o	r other atten	pts to con	-	olems
L) ZONING/CODE V building or housing cod If "Yes", please describ	es, zoning ordinance	s affecting the pro	operty or any noncon	forming uses				
Is the structure on the p district? (NOTE: such of If "Yes", please describ	lesignation may limi	t changes or impr	ovements that may b	e made to the	e property).			
Do you know of any re If "Yes", please describ	cent or proposed as	sessments, fees or	r abatements, which o	could affect t	he property?	Yes	□No	
List any assessments pa List any current assessn	id in full (date/amous	nt)monthly fee	Le	ength of payn	nent (years _	m	onths	
Do you know of any recincluding but not limited if "Yes", please describe	ent or proposed rules I to a Community As	or regulations of sociation, SID, C	f, or the payment of a	iny fees or ch	arges associ			
M) BOUNDARY LIN	ES/ENCROACHM	ENTS/SHARED	DRIVEWAY/PAR	TYWALLS	: Do you kr	ow of any	of the	<del></del>
following conditions aff	ecting the property?	Yes No					Yes	No
Boundary Agreemen     Boundary Dispute     Recent Boundary Ch     If the answer to any of the	ange	Yes", please de	4) Shared Drivewa 5) Party Walls 6) Encroachments I	From or on A				
N) OTHER KNOWN	MATERIAL DEFE	CTS: The follow	ving are other known	material def	ects in or on	the proper	ty:	
For purposes of this sect be dangerous to anyone property.	ion, material defects occupying the proper	would include an	y non-observable ph servable physical con	ysical condit dition that co	ion existing o	on the prop person's	perty that c use of the	could
Owner's Initials Owner's Initials	Date 4/24/2017 Date 4/24/2017				aser's Initial aser's Initial	***************************************	Date	

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Property Address

635 Parkman Road, NW, Warren, Ohio 44485

## **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.

Docusigned by:

OWNER:	Grace Yates	Docusioned by:	DATE:	4/24/2017
OWNER: _	Seth Yates	544 Yates	DATE:	4/24/2017
		B8AD141B09364B9		

## 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 <u>prior</u> 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 Resources. The Department maintains an online map of known abandoned underground mines on their website at 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:	DATE:
PURCHASER:	DATE:

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