



Borrower: Jessica L. Nichols,

Subject Property Address: TBD, Lorain OH 44055

To Jessica L. Nichols

This letter is to verify that a home loan Pre-Approval has been issued to the borrowers noted in order to purchase the above property for the maximum purchase price of \$70,000.

This approval is valid for 30 days from the date listed based on the Borrower's credit, income and asset information that has been provided to Union Home Mortgage Corp. This is not a commitment to lend.

Final loan commitment and closing is contingent upon the terms of the Contract to Purchase, along with the following outstanding conditions:

- ◆ Satisfactory Appraisal Report and any condition required
- ◆ Clear Title
- ◆ One Year Home Owner's Policy
- ◆ Final approval from Underwriting with compliance of all Underwriting Conditions
- ◆ This is not a Commitment to Lend – additional conditions may apply

Please feel free to contact me with any questions or if you need any further information.

Sincerely,

  
Kory Seth Herchler

Phone: 440-214-7691

Email: [kherchler@vloan.com](mailto:kherchler@vloan.com)



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

**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 PD Date 05/18/17  
Owner's Initials          Date 6:11PM EDT

Purchaser's Initials          Date 6/8/17  
Purchaser's Initials          Date



STATE OF OHIO DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:  
2951 Caroline Ave. Lorain, OH 44055

Owners Name(s):  
Buckeye Home Solutions LLC

Date: May 18, 2017

Owner  is  is not occupying the property. If owner is occupying the property, since what date: \_\_\_\_\_  
If owner is not occupying the property, since what date: May 12, 2017

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

- A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):
- Public Water Service
  - Private Water Service
  - Private Well
  - Shared Well
  - Holding Tank
  - Cistern
  - Spring
  - Pond
  - Unknown
  - Other \_\_\_\_\_

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water?  Yes  No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household)  Yes  No

- B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):
- Public Sewer
  - Leach Field
  - Unknown
  - Private Sewer
  - Aeration Tank
  - Other \_\_\_\_\_
  - Septic Tank
  - Filtration Bed

If not a public or private sewer, date of last inspection: \_\_\_\_\_ Inspected By: \_\_\_\_\_

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes  No  If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters?  Yes  No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): \_\_\_\_\_

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Owner's Initials PPD Date 05/18/17  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_  
6:11PM EDT

Purchaser's Initials [Signature] Date 6/8/17  
Purchaser's Initials [Signature] Date 6/8/17

Property Address 2951 Caroline Ave. Lorain, OH 44055

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
 If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
 If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any previous or current fire or smoke damage to the property?  Yes  No  
 If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No  
 If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials PD Date 05/18/17  
 Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials DA Date 6/8/17  
 Purchaser's Initials DS Date 6/8/17

### 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.

Property Address: 2951 Caroline Ave. Lorain, OH 44055

#### 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

- (f)  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.

<u>Pennie Debronsky</u> Seller	<small>dotloop verified 05/18/17 6:11PM EDT VULV-ZZRF-99UU-AVXZ</small>	Date	<u>[Signature]</u> Seller	Date
<u>Tim Debronsky</u> Agent	<small>dotloop verified 05/18/17 6:00PM EDT KS09-DUHS-EJA-HLGG</small>	Date	<u>[Signature]</u> Purchaser	Date
			<u>[Signature]</u> Agent	6/8/17 Date

Property Address 2951 Caroline Ave. Lorain, OH 44055

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?  Yes  No  
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No  Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No  
If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No  
If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_  
List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No  
If "Yes", please describe (amount) \_\_\_\_\_

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: \_\_\_\_\_

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials PD Date 05/18/17  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_  
6:11PM EDT

Purchaser's Initials MS Date 6/8/17  
Purchaser's Initials MS Date 6/8/17

Property Address 2951 Caroline Ave. Lorain, OH 44055

### 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: *Pennie Debronsky* dotloop verified  
05/18/17 6:11PM EDT  
LGG8-CU1S-JP3G-FYFP DATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_ 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 Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://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: *[Signature]* DATE: 6-8-17  
PURCHASER: *[Signature]* DATE: 6/8/17



# 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.)

Property Address: 2951 CAROLINE  
Buyer(s): Jessica Nichols Japhonta Velez  
Seller(s): Buckeye Home Solutions LLC

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by BROCK MORGAN, and HOWARD HANNA  
AGENT(S) BROKERAGE  
The seller will be represented by Tim Debronsky, and Realty Trust Services  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] 6/8/17  
BUYER/TENANT DATE

Pennie Pennington Debronsky dotloop verified  
SELLER/LANDLORD 06/12/17 3:25PM EDT  
DATE FSNI-EHXL-7MM6-EJPR

[Signature] 6/8/17  
BUYER/TENANT DATE

SELLER/LANDLORD 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, 20th Floor  
Columbus, OH 43215-6133  
(614) 466-4100



*[Handwritten signatures and initials]*  
X *[Signature]*  
*[Signature]* 6/12/17



6/12/17



## Howard Hanna Consumer Guide to Agency Relationships



Howard Hanna and all other Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work as described below and to have you acknowledge receipt of this information. THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.

We are pleased that you have selected Howard Hanna to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance.

Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at [www.com.state.oh.us](http://www.com.state.oh.us).


**Seller Agency:** Most sellers choose to list their homes 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 that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a Seller's behalf unless the Seller specifically appoints that agent.

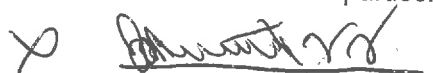
**Buyer Agency:** Buyers typically choose to work with a real estate agent. Buyers often want to be represented in the transaction as well. This is known as buyer agency. A brokerage and an agent that agree to represent a buyer's interests must follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer.

Howard Hanna and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

**Dual Agency:** Occasionally the same agent and brokerage who represent the seller also represent the buyer in a transaction. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

**In Company Split Agency:** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this 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 the position of one client over another. The brokerage also will protect the confidential information of both parties.

X   
6/18/17

X   
6/18/17

**Working with Howard Hanna:** Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (in-company split agency). If this occurs, then each agent will represent her or his own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are being represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. 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, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. 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. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.


**Working with Other Brokerages:** When Howard Hanna lists a property for sale, it also cooperates with and offers compensation to other brokerages that represent buyers. Howard Hanna reserves the right, in some instances, to vary the compensation that it offers to other brokerages. As a seller, you should understand that Howard Hanna's sharing of a fee with the brokerage representing the buyer does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent will be obligated to advance the buyer's interests and Howard Hanna will represent your interests. When acting as a buyer's agent, Howard Hanna also accepts compensation offered by the listing broker. If the property is not listed by another broker, or the listing broker does not offer compensation, then Howard Hanna will attempt to negotiate for a Seller-paid fee.

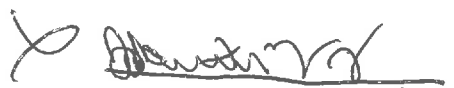
**Compensation for Brokerage Services:** If you are a seller whose property is listed for sale through Howard Hanna, at closing you will be charged the fee for brokerage services that is described in your *Exclusive Right To Sell Agreement* with Howard Hanna. If you are a buyer, you will be charged a fee of \$225.00 as commission at closing for the brokerage services that Howard Hanna provides to you either as a buyer's agent or as a dual agent. That buyer's brokerage fee will be charged to you only in the event that you purchase a property through Howard Hanna.

**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. 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.

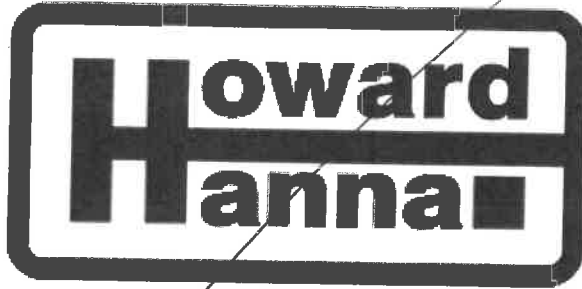
We hope that you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an *Agency Disclosure Statement* that specifically identifies the role of the agents and brokerage(s). Please ask questions if there is anything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

Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.

  
6/8/17

  
6/8/17

# Enjoy the Convenience of One-Stop Shopping



I/we understand that working with Howard Hanna entitles me/us to the professional services of a Howard Hanna Mortgage Loan Originator. This consultation is free and without obligation. **Howard Hanna Mortgage Services offers:**

- Timely Pre-Approvals
- Highly competitive mortgage programs
- Our Exclusive *Buy Before You Sell & Renovation Plus* Mortgage Programs
- Comprehensive Insurance Services through Howard Hanna Insurance
- Escrow and Title Services through Barristers of Ohio

- 
- I/we would like to receive a call or meet with a Howard Hanna Mortgage Loan Originator to discuss the best mortgage options available.
- I/we have already begun working with a Howard Hanna Mortgage Loan Originator.

***I/we hereby acknowledge receipt of Howard Hanna's "Consumer Guide to Agency Relationships."***

Jessica Nichol  
Name (please print)

Jophonta Velez  
Name (please print)

[Signature] 6/8/17  
Signature Date

[Signature] 6/8/17  
Signature Date

BROCK MORGAN  
REALTOR® Name (please print)

440-444-5874  
Client(s) Phone Number / Email Address

Acknowledgment

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: Jessica Nichols  
Property: 2951 CAROLINE

From: Howard Hanna  
Date: 6/8/17

This is to give you notice that Howard Hanna has a business relationship with Howard Hanna Mortgage Services ("HHMS") for mortgage financing, Howard Hanna Insurance Services, Inc. ("HHIS") for insurance, Barristers of Ohio, LLC ("Barristers") for title, escrow and closing services, and Great Lakes Field Services, LLC ("GLFS") for surveying. Howard Hanna and the above-referenced providers have the same parent company, Hanna Holdings, Inc. ("Holdings"). Holdings owns 100% of HHMS, 100% of HHIS, 84% of Howard Hanna, 49% of GLFS, and 49% of Barristers. Because of this financial relationship, this referral to the above-referenced settlement service providers may provide Howard Hanna a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition of the settlement of your loan or for the purchase, sale, or re-finance of a 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.

**HHMS is a HUD-approved mortgage lender.** Fees normally charged by HHMS may include an origination fee (which is listed as a percentage of the loan amount), discount points (which accompany the interest rate you choose and which are listed as a percentage of the loan amount), processing and underwriting fees, and other charges associated with obtaining a mortgage from HHMS. The estimated fees are listed below, but may vary depending on the loan product you select.

Loan Origination Fee	0 - 1% of Loan Amount	Document Preparation Fees	\$275.00 to \$375.00
Points	0 - 6% of Loan Amount	Processing Fee	\$375.00 to \$500.00
Underwriting Fee	\$275.00 to \$375.00	Tax Service Fee	\$0.00 to \$85.00
Advance Equity Application Fee	\$500.00 to \$900.00	Misc Fee (tax transcripts, VOE, etc)	\$20.00 to \$135.00

A lender is allowed, however, to require the use of certain settlement service providers, which is explained and disclosed in your **Addendum to Good Faith Estimate**.

**Barristers** is a title, escrow and settlement company. It charges title and settlement fees to both the buyer(s) and seller(s). These estimated fees are listed below. Title Insurance fees on purchases range as follows:

Owner Fee Title Insurance fees on purchases up to \$80,000.00 have a minimum cost of \$175.00 and Enhanced Coverage of \$200.00 On the excess over \$100,000:

	Basic Coverage Per thousand	Enhanced Coverage Per thousand
\$80,001 - \$150,000	\$5.75	115% of Owners Fee
\$150,001 - \$250,000	\$4.50 + \$187.50	115% of Owners Fee
\$250,001 - \$500,000	\$3.50 + \$437.50	115% of Owners Fee
\$500,001-\$9,000,000	\$2.75 + \$812.50	115% of Owners Fee

Settlement Fee (Based on purchase price)	\$175.00 - \$600.00
Title Endorsement Fees	\$200.00 to \$350.00
Closing Protection Letter Fee	\$35.00 - \$85.00
Title Charges	\$100.00 - \$600.00

Howard Hanna Insurance Services, Inc. is an insurance agency providing property & casualty insurance. It charges, on behalf of insurance carriers, premium for policies covering an insurable risk, such as a home.

Estimated Premium for Homeowner's insurance  
The average premium for home owner's insurance premium on properties for homes with a value of \$50,000 to \$250,000 per year ranges between \$400 and \$1800. Consumers are advised that the premiums for home owner's insurance will vary with the specific property, its size and condition, and the types of coverage requested by the home owner, required by lender, underwriting or by law. This estimate is not inclusive of any flood or excess hazard that may be required.

**Great Lakes Field Services.** Fees for mortgage location surveys vary with the size of the lot being transferred. Fees for mortgage location surveys range from \$160-\$500.

#### ACKNOWLEDGMENT

I/We have read this disclosure form and understand that Howard Hanna (a subsidiary of Holdings) is referring me/us to purchase the above-described settlement service(s) from HHMS, HHIS, Barristers and GLFS and may receive a financial or other benefit as a result of this referral.

*Pennie Pennington Debronsky*  
dotloop verified  
06/12/17 3:25PM EDT  
UFU0-VIFD-NVRM-LRLV  
SELLER \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]*  
BUYER \_\_\_\_\_ Date 6/8/17

SELLER \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]*  
BUYER \_\_\_\_\_ Date 6/8/17



# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** JESSICA NICHOLS & JOPHONTA VELEZ offers to buy the

2 **PROPERTY:** located at, 2951 CAROLINE

3 City LOZANIV, Ohio, Zip 44055 Permanent Parcel No(s) 03-00-098-106-016

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for  
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and  
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and  
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,  
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,  
9 smoke detectors, garage door opener(s) and All controls; all attached wall-to-wall carpeting. The following selected  
10 items shall also remain:  satellite dish;  countertop range;  ~~range~~;  wall oven;  
11  microwave;  kitchen refrigerator;  second refrigerator;  dishwasher;  washer;  dryer;  window air  
12 conditioner(s);  through the wall air conditioners;  gas grill;  fireplace tools;  screen,  glass doors and  
13  grate;  all existing window treatments;  ceiling fan(s);  wood burner stove inserts;  gas logs; and  
14  water softener (do not check if leased);  humidifier;  dehumidifier;  security system;  freezer;  
15  indoor grill;  mailbox and  invisible fence, transmitter, \_\_\_\_\_ collar(s).

16 Additional Items to be included: \_\_\_\_\_  
17 \_\_\_\_\_

18 Items Excluded: \_\_\_\_\_  
19 \_\_\_\_\_

20 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, shall become a  
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before  
22 \_\_\_\_\_ (Date). BUYER shall have the right to terminate this secondary offer at any time prior  
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the  
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money  
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan  
26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of ..... \$ 65,000 \$67,500

28 Payable as follows:

29 Earnest money in the form of a check, paid to/deposited with (check one)  
30  Listing Broker  Buyers' Broker or  \_\_\_\_\_ \$ 500

31 and credited against the purchase price .....  
32 The check shall be deposited immediately upon acceptance  
33 of a binding Agreement as defined below on lines 262-271

34 **Additional Funds** to be deposited in escrow ..... \$ 35%

35 BUYER  will  will not (check one) meet down payment requirement  
36 in cash/without regard to the sale and/or closing of any other real property

37 **Mortgage loan** to be obtained by BUYER ..... \$ BALANCE  
38  CONVENTIONAL,  FHA,  VA  OTHER SELLER TO CONTRIBUTE \$3000 TOWARDS  
39 buyers prepaids, pts, & closing costs \$2,025

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from  
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in  
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within  
43 7 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts  
44 to obtain the Loan and shall obtain a commitment for the Loan on or before 6/15/17. If, despite  
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing  
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further  
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

Purchase Agreement 10/15/15 \_\_\_\_\_  
Page 1 of 6 \_\_\_\_\_  
JFD SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE Form # 056-1

Property Address: 2951 CAROLINE

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before 7/17/17, and the deed shall be recorded on or  
51 about 7/18/17, except that if a defect in title appears, SELLER shall have thirty (30) days  
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such  
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,  
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign  
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6 (time)  a.m.  p.m.  
57 3 day(s) after recording of the deed or 7/18/17, whichever is later. Subject to BUYER'S rights, if any, the  
58 premises may be occupied by the SELLER free for \_\_\_\_\_ ( ) days and an additional \_\_\_\_\_  
59  days at a rate of \$ \_\_\_\_\_ per day provided, however, that under no circumstances shall SELLER occupy  
60 premises beyond \_\_\_\_\_ (date). Payment and collection of fees for use and occupancy after transfer of title  
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without  
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the  
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and  
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a  
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. The  
69 SELLER and BUYER shall obtain an OTIP from ~~Barristers~~ of Ohio or Miller Home Title  
70 as agreed to by the parties.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does  
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER  does elect  does not elect  
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of  
74 \$ \_\_\_\_\_ shall be paid by  SELLER  BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county  
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated  
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is  
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the  
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value  
80 of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property  
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT  
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the  
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net  
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to  
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on  
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest  
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees  
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet  
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
90 or assessments, public or private, except the following: \_\_\_\_\_

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then  
92  BUYER  SELLER agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the  
94 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of  
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any  
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara  
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303 below; and g)  
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case  
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or  
102 date of possession, whichever is later. The escrow agent shall withhold \$ 200 from the proceeds due SELLER  
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

Purchase Agreement 10/15/16  
Page 2 of 6 JFD

[Signature]  
SELLER'S INITIALS AND DATE

[Signature]  
BUYER'S INITIALS AND DATE

Form # 056-2

Property Address: 2951 CAROLINE

104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees  
106 for the deed and any mortgage, and d) a commission of \$225.00 to Howard Hanna for brokerage services rendered  
107 to the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

109  The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
110 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111  The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
112 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated  
114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service  
115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the  
116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select  
117 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding  
118 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER  
119 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and  
120 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use  
121 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume  
122 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable  
123 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems  
124 of the property.

125 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT**  
126 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

127 **WAIVER:** \_\_\_\_\_ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated  
128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of  
129 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	
Yes	No		BUYER'S	SELLER'S
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	RADON .....	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	MOLD* .....	<input type="checkbox"/>	<input type="checkbox"/>


138 \*Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what  
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water  
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.


141   OTHER \_\_\_\_\_ days from acceptance of AGREEMENT  
142 if general inspection warrants further inspections

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.  
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an  
146 Amendment/Removal of Contingency;

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously  
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified  
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a  
150 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the  
151 inspection contingency and identifying those specific material defects which are to be repaired.  
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and  
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

  
06/12/17  
SELLER'S INITIALS AND DATE

  
BUYER'S INITIALS AND DATE



Property Address: 2951 CAROLINE

156 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property  
157 for BUYER to review any such material defects corrected by SELLER. For purposes of this  
158 AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

159 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material  
160 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees  
161 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a  
162 mutual release, whereupon the earnest money shall be returned to BUYER.

163 **Yes No**  
164   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within  
165 \_\_\_\_\_ days by a licensed inspection or exterminating agency of  BUYER'S or  SELLER'S choice at  
166  BUYER'S  SELLER'S expense and such agency's written report made available to the BUYER before closing. If such  
167 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition  
168 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one  
169 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying  
170 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER OR  SELLER (unless  
171 FHAVA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay  
172 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that  
173 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

174 **Yes No**  
175   **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the  
176 property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at  
177 BUYER'S expense within \_\_\_\_\_ days after acceptance. (Intact lead-based paint that is in good condition is not  
178 necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.)  
179 In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER  
180 shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing  
181 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a  
182 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S  
183 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the  
184 inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to  
185 provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating  
186 that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to  
187 terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection  
188 at any time without SELLER'S consent.

189 BUYER  HAS SM (BUYER'S initials)  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of  
190 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the  
191 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

192 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing  
193 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within \_\_\_\_  
194 days from receipt.

195 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their  
196 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and  
197 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the  
198 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of  
199 acceptance.

200 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's  
201 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the  
202 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on  
203 BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or  
204 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

205 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its  
206 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential  
207 Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a  
208 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the  
209 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have  
210 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional  
211 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied  
212 upon any representations, warranties or statements about the property (including but not limited to its condition or use)

Purchase Agreement 10/15/15  
Page 4 of 6

SM  
06/12/17  
SELLER'S INITIALS AND DATE

SM  
BUYER'S INITIALS AND DATE

Form # 056-4

ARC

Property Address: 2951 CAROLINE

213 unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must  
214 initial one of the following:

215 BUYER  HAS an initial (BUYER'S initials), prior to signing this offer, received a copy of the Residential  
216 Property Disclosure Form which was signed by SELLER on 5/18/17 (date).

217 BUYER  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the Residential Property Disclosure Form.  
218 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and  
219 approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

220 BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the  
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also  
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information  
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real  
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public  
225 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 Please list any and all verbal representations made by Brokers or their agents that you relied upon when  
227 purchasing this property (if none, write "none"). NONE  
228

229 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
230 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
231 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
232 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
233 SELLER shall have \_\_\_\_\_ ( ) days after receipt by BUYER of all notices to agree in writing which party shall be  
234 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
235 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
236 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

237 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own  
238 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,  
239 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant  
240 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

241 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have  
242 not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
243 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
244 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
245 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
246 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
247 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
248 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

249 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
250 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this  
251 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER  
252 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on  
253 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior  
254 condition and BUYER agrees to complete the purchase of the property.

255 **MONEY BACK GUARANTEE:** (Elect one) BUYER  does elect  does not elect to purchase the Howard Hanna  
256 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this  
257 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to  
258 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.  
259 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is  
260 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and  
261 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

262 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
263 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
264 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
265 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and  
266 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
267 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

Purchase Agreement 10/15/15

Page 5 of 6

ARC

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06/12/17  
SELLER'S INITIALS AND DATE

an initial  
BUYERS' INITIALS AND DATE

Form # 056-5

Property Address: 2951 CAROLINE

268 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and  
269 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding  
270 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need  
271 of legal or tax advice.

272 **ADDITIONAL TERMS:** \_\_\_\_\_  
273 \_\_\_\_\_  
274 \_\_\_\_\_

275 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments  Agency  
276 Disclosure Statement;  Residential Property Disclosure;  VA/FHA Addendum;  FHA Home Inspection Notice;  
277  Condominium;  House Sale Contingency;  House Sale Concurrence;  Lead-Based Paint;  Homeowner's  
278 Association;  Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee  
279 Program)  Walk Through Addendum;  Other  
280 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any  
281 conflicting terms in this Agreement.

282 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of  
283 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the  
284 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or  
285 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date  
286 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such  
287 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker  
288 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge  
289 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow  
290 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after  
291 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the  
292 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

293 **BUYER:** Jessica Nichols Address: 2584 E. 38<sup>th</sup>  
294 Print name: [Signature] LORAIN ZIP: 44055

295 **BUYER:** [Signature] Phone: 440-444-5874 Email: jessica.nichols@hilton.com  
296 Print name: Sophonia Velez Date: 6-8

297 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ 500 earnest money, subject to the  
298 terms of the above offer. earnest money to be collected at time of inspection.

299 **HOWARD HANNA (License # 0000189163):**  
300 By: BROCK MORGAN (License # 2015002756) Office: ELYRIA Phone: 440-452-2724

301 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S  
302 escrow funds a brokerage commission of \$225, if the property is listed with Howard Hanna, and per % of the  
303 purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124 listing

304 Listing Broker: Realty Trust Services license # \_\_\_\_\_ Listing Agent: Tim Debronsky License # 2012003122

305 **SELLER:** Pennie Pennington Debronsky dotloop verified 06/12/17 3:25PM EDT XMGY-FSV2-QGCI-SY0G Address: \_\_\_\_\_  
306 Print name: Pennie Pennington Debronsky (Managing Member) ZIP: \_\_\_\_\_

307 **SELLER:** \_\_\_\_\_ Phone: 440-281-4747 Email: buckeyehomes@gmail.com  
308 Print name: \_\_\_\_\_ Date: \_\_\_\_\_

309 **COUNTER OFFER TERMS:** \_\_\_\_\_  
310 \_\_\_\_\_  
311 \_\_\_\_\_

312 \_\_\_\_\_  
313 Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_ Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_

PPD  
06/12/17  
3:25PM EDT  
SELLERS' INITIALS AND DATE

[Signature]  
BUYERS' INITIALS AND DATE



**WALK-THROUGH ADDENDUM**

This Addendum is made part of the Agreement between Jessica Nichols Jophanta Velez ("Buyer") and \_\_\_\_\_ ("Seller") for \_\_\_\_\_ (the "Property") with offer dated 6/8/17.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 5 day(s) prior to the date of 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:

- (1) held in escrow from Seller's proceeds pending correction of the material adverse change; or
- (2) credited to Buyer through escrow at the time of title transfer.

BUYER: [Signature]

SELLER: Pennie Pennington Debronsky dotloop verified 06/12/17 3:25PM EDT IH0L-WOED-X4HZ-37W9

BUYER: [Signature]

SELLER: \_\_\_\_\_

DATE: 6/8/17

DATE: \_\_\_\_\_

**Removal of Walk-Through:** The undersigned Buyer hereby waives and removes the Walk-Through in the above referenced purchase agreement.

BUYER: \_\_\_\_\_

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Walk-Through Addendum JDF 5/08/2015



## Equal Opportunity in Housing is The Law

The sale and purchase of a home is among the most significant events most people will experience in a lifetime. This process often impacts the hopes, dreams, aspirations and economic destiny of those involved in it.

Equal Opportunity in Housing is "the law of the land" and the right of every person in this country.

Federal law prohibits discrimination in the sale, lease or rental of real property based on race, color, religion, sex, disability, familial status or national origin. It is also illegal for anyone to coerce, intimidate, threaten or interfere with any other person who is exercising his or her rights under the fair housing laws. In addition, Ohio law prohibits discrimination based on military status. Some communities may also have local laws that expand upon basic protections offered by the federal and Ohio laws.

### **If you are a home seller or landlord, you should know ...**

- You cannot discriminate in the sale or rental of property on the basis of race, color, religion, sex, military status, disability, familial status or national origin.
- You cannot expect a licensed broker or licensed sales associate acting as your agent to convey for you any limitations in the sale or rental of property based on race, color, religion, sex, military status, disability, familial status or national origin. Nor may a licensed broker or licensed sales associate obey any discriminatory requests, such as disclosing a prospect's race, religion or national origin.
- You cannot deny that housing is available for inspection, sale or rent when it really is available.
- You cannot show any preference in advertising for persons of a certain race, color, religion, sex, disability, familial status or national origin.
- You cannot treat a buyer differently with respect to the terms and conditions of financing, negotiating or any other aspect of the transaction. A delay in responding to an offer, refusal to consider some types of financing or an alteration in terms can be perceived as discriminatory. Understand that "different treatment" refers to the effect on the buyer, not your intent.

### **If you are a home buyer or tenant, you have a right to expect ...**

- Housing in your price range made available to you without discrimination on the basis of race, color, religion, sex, military status, disability, familial status or national origin.
- Professional services of a real estate agent offering you a broad range of housing choices without discriminatory limitations on communities or locations of housing.
- No discrimination in the financing, appraising or insuring of housing.
- Reasonable accommodations in rules, practices or procedures for persons with disabilities.
- Non-discriminatory terms and conditions for the sale, rental, financing or insuring of a dwelling.
- To be free from harassment or intimidation for exercising your fair housing rights.

If you believe that discriminatory treatment in the availability, purchase or rental of housing has occurred, your local Board of Realtors® can give you more information about filing a professional standards complaint. Complaints alleging discrimination may also be filed with the nearest office of the Department of Housing and Urban Development (HUD), a local fair housing advocacy group or private legal counsel.

Everyone benefits from an open housing market. Restrictions limit the pool of potential buyers. When all buyers are welcome, you are more likely to receive the best offer for your home. When a buyer is free to look anywhere, he or she is able to find the most suitable property for his or her needs. It is Howard Hanna's privilege to provide the broadest market of potential buyers for your home.

*X of [Signature]*  
6/18/11

*X [Signature]*  
6/18/11

**Buying or selling your home?  
[www.HowardHanna.com](http://www.HowardHanna.com)**

Equal Opportunity in Housing

Form 218 12/14/2011

Howard Hanna, 6000 Parkland Blvd. Mayfield Hts, OH 44124  
Michelle Ramirez

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: (440) 365-8392

Fax:

ELYRIA

CAUTION

US Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 04/30/2018)

# For Your Protection: Get a Home Inspection

## 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; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

## You Must Ask for a Home Inspection

- A home inspection will only occur if you arrange for one. FHA does not perform a home inspection.
- Decide early. You may be able to make your contract contingent on the results of the inspection.

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection and does not replace a home inspection. Appraisals estimate the value of the property for lenders. An appraisal is required to ensure the property is marketable. Home inspections evaluate the condition of the home for buyers.

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

## Radon Gas Testing and Other Safety/Health Issues

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 toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236.

Ask your home inspector about additional health and safety tests that may be relevant for your home.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. You have the right to carefully examine your potential new home with a qualified home inspector. To find a qualified home inspector ask for references from friends, realtors, local licensing authorities and organizations that qualify and test home inspectors.



HUD 92564-CN (6/14)



CAUTION