

PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Alexis Rodriguez
2 **PROPERTY:** located at 4313 Forestall offers to buy
3 City Lorain, Ohio, Zip 44053 Permanent Parcel No(s) 05-00-080-101

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings;
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing;
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, scree
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator cover
9 smoke detectors, garage door opener(s) and ALL controls; all attached wall-to-wall carpeting. The following select
10 items shall also remain: satellite dish; countertop range; range; wall oven
11 microwave; kitchen refrigerator; second refrigerator; dishwasher; washer; dryer; window
12 conditioner(s); through the wall air conditioners; gas grill; fireplace tools; screen; glass doors ar
13 grate; all existing window treatments; ceiling fan(s); wood burner stove inserts; gas logs; ar
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: see line 272

18 Items Excluded:

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 164,000.00
28 Payable as follows: 10/28/2017 \$ 163,000.00

29 **Earnest money** in the form of a check, paid to/deposited with (check one)
30 Listing Broker Buyers' Broker or _____
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 \$ 1,000.00

34 **Additional Funds** to be deposited in escrow _____ \$ _____

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 _____ \$ PER LENDER?
38 CONVENTIONAL, FHA, VA OTHER

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 5 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 November 28, 2017. 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

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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 12/5/17, and the deed shall be recorded on or
51 about 12/5/17, except that if a defect in title appears, SELLER shall have thirty (30) day:
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 5 (time) a.m. p.m.
57 day(s) after recording of the deed or 12/5/17, 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 \$ 445 \$399 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.

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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 FHAVA DO NOT**
126 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

127 **WAIVER:** AR (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	<u>10</u> days from acceptance of AGREEMENT	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days from acceptance of AGREEMENT	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY	_____ days from acceptance of AGREEMENT	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE	_____ days from acceptance of AGREEMENT	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON	<u>10</u> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD*	_____ days from acceptance of AGREEMENT	<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 10 days from acceptance of AGREEMENT
142 Any other inspections that may be required per home inspector

- 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

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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 **PESTWOOD 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 AK (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)

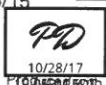
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Form # 056-4

ARC



Property Address:

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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 _____ (BUYER'S initials), prior to signing this offer, received a copy of the Residential
216 Property Disclosure Form which was signed by SELLER on 10/28/17 (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 1 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 three (3) 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

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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:** Seller to contribute 4,500 towards
273 closing costs and or prepaids.
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:** AKB Debronsky
294 Print name: Alexis Rodriguez Address: 1102 Somerset Lane Apt 8
Avon Lake, OH ~~44026~~ ZIP: 44012

295 **BUYER:** _____
296 Print name: _____ Phone: 440-500-8215 Email: aguayo2440@gmail.com
Date: 10/28/17

297 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ _____ earnest money, subject to the
298 terms of the above offer.

299 **HOWARD HANNA (License # 0000189163):**
300 By: B. Serrano (License # 2016000573) Office: 2361 Phone: (440) 255-1005

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 3/2 % of the
303 purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124

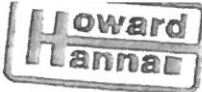
304 Listing Broker: _____ License # _____ Listing Agent: Tim Debronsky License # 2012003122
305 **SELLER:** Pennie Debronsky dotloop verified 10/28/17 10:05PM EDT 3EBL-MK26-7BLS-RIKX Address: _____
306 Print name: Pennie Pennington Debronsky ZIP: _____
307 **SELLER:** _____ Phone: 440-281-4747 Email: buckeyehomes@gmail.com
308 Print name: _____ Date: _____

309 **COUNTER OFFER TERMS:** _____
310 _____
311 _____

312 Sellers' signature _____ Date _____ Sellers' signature _____ Date _____
313

Purchase Agreement 10/15/15
Page 6 of 6
JFD
AP 10/28/17
SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE Form # 056-6



VA/FHA ADDENDUM

This Addendum is made part of the Offer to Purchase and Acceptance by and between Pennie Pennington Debronsky ("BUYER") and Alexis Rodriguez ("SELLER") for the property known as 6313 Fiesta Ct. Lorain, OH 44053 Ohio, (the "Property"), with offer dated _____ that the financing for the property referenced above shall be secured through a (check one) VA FHA mortgage loan. ("Agreement"). The parties:

DS
AR
10/28/2017

FHA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

\$164.00
PD
10/28/17
10:05PM EDT

FHA CERTIFICATION: We, the undersigned, the BUYER, the SELLER, and the real estate licensee(s) involved in this transaction certify that the terms of the contract for purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales agreement.

VA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

CERTIFICATION OF SELLER FOR FHA/VA INSURED MORTGAGE TRANSACTION: I certify that the terms of the sales contract dated _____ are true to the best of my knowledge and belief and that there are no other agreements between me, the Buyers or real estate licensee(s), except those attached to the sales contract. I certify that I have no knowledge of any loans that have or will be made to the Borrower(s), or loans that have or will be assumed by Borrower(s) for purposes of financing this transaction, other than those described in the sales contract, including addenda. I certify that I have not nor will I pay or reimburse the Borrower(s) for any part of the cash down payment. I certify that I have not nor will I reimburse the Borrower(s) for any part of the Borrower's closing costs which have not been previously disclosed in the sales contract, including any addenda.

POINTS, CLOSING COSTS, AND ASSESSMENTS: SELLER shall pay \$ 4,500 towards BUYER'S points and/or closing costs, and/or prepaids to the extent permissible by VA/FHA regulations. SELLER also agrees to pay any closing costs that are ordinarily chargeable to the BUYER, but which are not collectible from BUYER by reason of government regulations. The parties acknowledge that special assessments must be paid in full at closing by SELLER unless BUYER has obtained written authorization from the lender and housing agencies. The BUYER may assume annual assessments by written agreement of the parties. The parties acknowledge and agree that, pursuant to lender regulations, no administrative or processing fees shall be charged to BUYER by Howard Hanna or any other broker in connection with a VA loan.

PEST INSPECTION: A pest inspection by a licensed pest inspector will be required before closing on all VA loans and on FHA loans if required by the appraiser. Active wood infestation or damage reported must be treated and or repaired prior to loan closing. The parties agree that the real estate licensee(s), lender, and FHA are not responsible for the accuracy of the report, the treatment or repair of any active infestation, or any ensuing damage.

Pennie Debronsky dotloop verified 10/28/17 10:05PM EDT HRDV-2MRM-SWAI-5PTH
SELLER DATE

Alexis Rodriguez 10/28/17
BUYER DATE

Tim Debronsky dotloop verified 10/28/17 9:51PM EDT LPDM-6OET-QK90-0DEZ
Listing Agent DATE

BUYER DATE

Listing Broker DATE

Selling Agent DATE

WARNING: Section 1010 of Title 18, U.S.C. "Federal Housing Administration Transaction" provides: "Whoever, for the purpose of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other federal statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.

LENDER REQUIRES ORIGINAL ADDENDUM.

VA/FHA Addendum
JFD 03/05/2015

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



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: 6313 Frestact
Buyer(s): Alexis Rodriguez
Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by B. Serrano AGENT(S), and Howard Hanna BROKERAGE
The seller will be represented by Tim Debronsky AGENT(S), and Realty Trust Services 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.

Alexis Rodriguez BUYER/TENANT 10/28/17 DATE

Pennie Debronsky SELLER/LANDLORD 10/28/17 10:05PM EDT DATE
dotloop verified YTZ-LDOK-TBV6-UK8G

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



A.R.





WALK-THROUGH ADDENDUM

This Addendum is made part of the Agreement between _____ ("Buyer") and Alexis Rodriguez ("Seller") for 6313 Firestack (the "Property") with offer dated _____.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 3 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 Debronsky

dotloop verified
10/28/17 10:05PM EDT
BXEP-0WMU-IA1A-WW7M

BUYER: _____ SELLER: _____

DATE: 10/28/17 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



PROMISSORY NOTE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby promises to pay to the order of Howard Hanna the sum of ONE THOUSAND DOLLARS (\$ 1000.00). This sum is payable on demand as of the date due pursuant to the Offer to Purchase and Acceptance.

Signature: Alexis Rodriguez Date: 10/28/17

ARC 3/17/09

FORM 037

Howard Hanna, 6000 Parkland Blvd. Mayfield Hts OH 44124
Bonifacia Serrano

Phone: 440-258-1005 Fax:
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

6313 Fiesta Ct

THE AMERICAN EAGLE MORTGAGE CO.

PRE-APPROVAL CERTIFICATE

This is to certify that

Alexis Rodriguez

Has been pre-approved for a

FHA

Single family home loan in the amount of

\$200,000.00

Issue date:

October 19, 2017



John Korinko

Vice President

Cell: 216-406-7905

MBMB.850023.00

ID 254670



This pre-approval is issued using borrower supplied income, assets, and a tri-merged credit report.
A written mortgage commitment will be issued after completion of a formal loan application.



RESIDENTIAL PROPERTY DISCLOSURE FORM

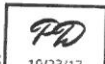
Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property 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  Date _____
Owner's Initials _____ Date _____

Purchaser's Initials  Date 10/28/2017
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: 6313 Fiesta Ct. Lorain, OH 44053

Owners Name(s): Buckeye Home Solutions LLC

Date: October 23, 2017

Owner [] is [x] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: Owner Never Occupied

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 [x], 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 [x] 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) [x] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer [x], 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 [x] 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 [x] 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? [x] Yes [] No

If "Yes", please describe and indicate any repairs completed: Electricity was off when owner purchased, so sump pump was not on and there was a small amount of water on basement floor. No problems since sump pump was turned back on.

Owner's Initials [Signature] Date 10/23/17

Purchaser's Initials [Signature] Date 10/28/2017

Property Address 6313 Fiesta Ct. Lorain, OH 44053

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 10/23/17
Owner's Initials TT-DKAM-EDT Date _____

Purchaser's Initials DS Date 10/28/2017
Purchaser's Initials AR Date _____

Property Address 6313 Fiesta Ct. Lorain, OH 44053

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

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 Unknown
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

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

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

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

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

- 1) Boundary Agreement [] [x]
2) Boundary Dispute [] [x]
3) Recent Boundary Change [] [x]
4) Shared Driveway [] [x]
5) Party Walls [] [x]
6) Encroachments From or on Adjacent Property [] [x]

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 10/23/17
Owner's Initials Date 11:04AM EDT

Purchaser's Initials DS AR Date 10/28/2017
Purchaser's Initials Date

Property Address 6313 Fiesta Ct. Lorain, OH 44053

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
10/23/17 11:04AM EDT
T73A-GFZW-FWA8-3NCM 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.

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: *Alexis Rodriguez* DocuSigned by:
23418853155B4A5... DATE: 10/28/2017
PURCHASER: _____ DATE: _____