



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

BUYER: The undersigned JOSHUA SPINKS offers to buy the following described property located at: 917 GARFORD AVE, ELYRIA, OH 44035, Ohio, (the "Property"). Permanent Parcel No. 06-25-005-112-032

The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and ALL controls; all permanently attached carpeting. The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator; dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas grill; fireplace tools; screen; glass doors; fireplace grates; all existing window treatments; ceiling fan(s); wood burner stove inserts; gas logs; and water softener.

Also included: SELLER TO CONTRIBUTE 5,000 TOWARDS BUYER'S CLOSING COSTS
PREPAIDS AND POINTS
NOT included: _____

SECONDARY OFFER: This is is not a secondary offer. This secondary offer, if applicable, will become a primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before _____ BUYER shall have the right to terminate this secondary contract at any time prior to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four (4) days from the date of receipt of the release notifying BUYER that BUYER'S contract is primary.

PRICE: BUYER shall pay the sum of payable as follows: \$ 210,000

Earnest Money will be deposited as follows in a non-interest bearing trust account with the Escrow Agent, as defined herein, within 4 days from the date of Acceptance, as defined below, and credited against purchase price: \$ 1,000

- Wired funds to Escrow Agent
- Check to be made payable to Broker or Escrow Agent and deposited immediately upon Acceptance
- Note to be redeemed within four (4) days after Acceptance

Cash down payment to be deposited with the Escrow Agent: \$ TBD

NOTE: Ohio Law requires deposits to an Escrow Agent (earnest money and/or down payment) in excess of \$10,000 to be conveyed by wire transfer.

Mortgage loan to be obtained by BUYER: \$ BALANCE

CONVENTIONAL, FHA, VA, CASH, OTHER _____

FINANCING: This offer is conditioned upon BUYER making a written application for the above mortgage loan within _____ days after Acceptance, as herein defined, and obtaining a written commitment for that loan on or about _____ If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In the event of a dispute between the parties regarding the earnest money, the Escrow Agent is required by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying disbursement, or (b) a final court order that specifies to whom the earnest money is to be awarded.

54 **CLOSING:** All funds and documents necessary for the completion of this Agreement shall be placed in escrow with the lending
55 institution or 3-15-18 (the "Escrow Agent") on or before 3-15-18 and title shall
56 be transferred on or about Title Transfer

57 **ELECTRONIC DATA SECURITY:** It is acknowledged and agreed that Broker, including its agents and employees, will never ask
58 any party to a transaction to wire funds or to supply credit or debit card or bank account numbers. The parties are advised to
59 independently confirm any transfer instructions directly with Escrow Agent identified herein. The parties hereby agree to release
60 all brokers and agents involved in this transaction from any and all claims, damages, and causes of action related to any unlawful
61 electronic data security access by a third party in connection with any agent or broker communications.
62

63 **WALK THROUGH:** BUYER and SELLER agree that BUYER will be given an opportunity to walk through the Property on or
64 about 3 day(s) prior to title transfer solely to verify that it is in the same or similar condition, absent normal wear and tear,
65 that it was at the time of Acceptance. BUYER acknowledges and agrees that no issues may be raised at the time of the walk-
66 through with respect to any condition of the Property that was in existence at the time of BUYER'S viewing or inspection of it. If
67 the walk-through evidences a material adverse change in the Property's condition, BUYER shall promptly notify SELLER and
68 Escrow Agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (1) held in escrow
69 from SELLER'S proceeds pending correction of the material adverse change; or (2) credited to BUYER through escrow at the
70 time of title transfer.
71

72 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after
73 recording of the Deed or 3-15-18, whichever is later. BUYER agrees to transfer utilities commencing on
74 the date of possession.

75 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with
76 release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER, b)
77 such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or
78 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and
79 payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Cleveland title or
80 Ohio Real Title/Venture Land Title in the amount of the purchase price with cost of the insuring premium split equally between
81 SELLER and BUYER. SELLER shall have thirty (30) days after written notice to remove title defects. If unable to do so, BUYER
82 may either a) accept title subject to each defect without any reduction in the purchase price; or b) terminate this Agreement,
83 in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER
84 and SELLER agree to sign a mutual release, whereupon the Earnest Money shall be returned to BUYER.
85

86 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
87 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
88 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties
89 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate
90 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
91 duplicate for the calendar year of closing when it becomes available. If the Property is new construction and recently completed
92 or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of the taxes
93 to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S
94 net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release
95 the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements
96 have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ 300 from SELLER to secure payment
97 of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment
98 of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax
99 recoupment (C.A.U.V.) BUYER SELLER agrees to pay the amount of such recoupment.
100

101 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
102 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
103 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
104 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due
105 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other _____
106 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow
107 fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant
108 security deposits, if any, shall be credited in escrow to BUYER.
109

110 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
111 half the cost of insuring premiums for Owners Fee Policy of Title Insurance, c) all recording fees for the deed and any mortgage;
112 and d) other _____
113

114 BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which will will not be
 115 provided from _____ at a cost of \$ _____, and which shall be charged to
 116 SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover
 117 pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.
 118

119 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice
 120 within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is solely
 121 responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from any and
 122 all liability regarding the selection or retention of inspector(s).
 123

124 If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent
 125 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are
 126 not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do
 127 not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is
 128 BUYER'S own duty to exercise reasonable care to inspect the Property and the public record, and make diligent inquiry
 129 of SELLER and/or BUYER'S inspectors regarding the Property. Inspections required by any state, county, local government,
 130 and/or VA/FHA, including the FHA appraisal, do not replace the need for BUYER inspections.
 131

CHOICE		INSPECTION	EXPENSE	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>10</u> days (Specify)	<input type="checkbox"/>	<input type="checkbox"/>

142
 143 **WAIVER** Any inspection the home inspector deems necessary
 144 (initials) BUYER hereby waives each and every professional inspection to which BUYER has not
 145 indicated "YES." Any failure by BUYER to perform any elected inspection shall be deemed a waiver of such inspection and
 146 absolute acceptance of the Property by BUYER in its "AS IS" condition.
 147

148 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the inspection
 149 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER
 150 agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a professional manner
 151 at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT
 152 previously disclosed in writing by the SELLER and any cooperating real estate Broker.
 153

154 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase
 155 Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is
 156 accepted subject to SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and
 157 sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be
 158 repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection
 159 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by
 160 both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a
 161 mutual release. If BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property,
 162 then BUYER shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual
 163 release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER
 164 without any further liability of either party to the other or to Broker(s).
 165

166 The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to
 167 terminate the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any
 168 conditions corrected by SELLER.
 169

170 Yes No
 171 **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the Property shall be made by a
 172 professional inspector or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and
 173 such agency's written report shall be made available to BUYER before closing. If such report shows existing infestation or damage
 174 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which
 175 shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a
 176 period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by

177 BUYER SELLER (unless FHAVA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This
178 Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$500.00.
179

180 Yes No

181 **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by
182 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
183 days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for
184 important information. In the event existing deficiencies or corrections are identified by the inspector in a written report, then
185 BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on
186 the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection
187 and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the
188 option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER
189 elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified
190 risk assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,
191 BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of
192 inspection at any time without SELLER'S consent.
193

194 BUYER has (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
195 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."
196

197 BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
198 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
199 HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and
200 approval of the information contained on the disclosure form within _____ days from receipt.
201

202 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local sheriff's department
203 pursuant to Ohio's sex offender notification law. BUYER acknowledges that such information may no longer be accurate and
204 agrees to inquire directly with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S
205 own inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.
206

207 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "**AS**
208 **IS**" PRESENT PHYSICAL CONDITION, including any latent defects and defects disclosed by the SELLER on the State of Ohio
209 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise
210 between the date of Acceptance and the date of recording of the deed.
211

212 BUYER HAS (BUYER'S initials) received a copy of SELLER'S Ohio Residential Property Disclosure Form
213 prior to signing this offer.
214

215 BUYER HAS NOT (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure Form and
216 this offer is subject to SELLER completing the Ohio Residential Property Disclosure Form and BUYER'S review and approval it
217 within _____ days from receipt.
218

219 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of
220 utilities. SELLER agrees to comply with any and all governmental point of sale laws and/or ordinances. SELLER will promptly
221 provide BUYER with copies of any notices received from government agencies to inspect or correct any current building code or
222 health violations. If applicable, BUYER and SELLER shall have 10 days after receipt by BUYER of all notices to agree in
223 writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and
224 SELLER cannot agree in writing in that time period, this Agreement may be declared null and void by either party.
225

226 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that SELLER has completed the Ohio Residential Property
227 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made
228 by SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate
229 the information provided by SELLER on that form. BUYER has not relied on any representation by the Broker(s) and/or any
230 agent(s) regarding the use or condition of the Property, including without limitation square footage, zoning, lot dimensions,
231 homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed below (if none,
232 indicate "none").
233

234 NR

235
236 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
237 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or
238 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase
239 price, then SELLER shall restore the Property to its prior condition.
240

241 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
242 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
243 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
244 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This
245 Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard
246 conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be
247 performed by SELLER shall survive delivery and recording of the Deed.
248

249 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Ohio Residential Property
250 Disclosure Form VA FHA FHA Home Inspection Notice "For Your Protection" Condominium Addendum
251 House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum
252 Other _____ are made part of this
253 Agreement. The terms and conditions of any addenda supersede any conflicting terms of the Agreement.
254

255 John D. S. [Signature] 167 Pasadena Ave. Elyria 44035 _____
256 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)
257 _____
258 (BUYER) Date (TELEPHONE) (E-MAIL ADDRESS)
259
260
261
262

263 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a check made payable to the Escrow Agent; (OR) note for the
264 earnest money, subject to terms of the above offer.
265

266 By: [Signature] Office: Keller Williams Greater Cleveland West Phone: 440-892-2211
267

268 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S escrow
269 funds a commission of Four thousand percent (%) of the purchase
270 price to Broker at (address) 2001 CROCK RD W. ST. AVE, OH 44145
271 and _____ percent (%) of the purchase price
272 to _____ (cooperating broker, if any, at the following address)
273

274 _____
275 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)
276 _____
277 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)
278
279
280
281

282 *The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers
283 or their agents and is not part of the terms of the Agreement.*
284

285 **Multiple Listing Information**
286
287 (Listing agent name) _____ (Listing agent license #) _____
288
289 (Listing broker name) _____ (Listing broker office #) _____
290
291 Greg Erlanger, The EZ Sales Team 2004000516
292 (Selling agent name) (Selling agent license #)
293 Keller Williams Greater Cleveland West 2847
294 (Selling broker name) (Selling broker office #)
295
296
297



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: 917 GARFORD Ave Elyria, oh 44035
Buyer(s): JOSHUA STINKS
Seller(s): NICK AND JANA CORRELL

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Greg Erlanger, Mike Zinicola & Keller Williams GCW
The seller will be represented by William SALAMON

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 of Buyer/Tenant: Joshua D. Stinks

Signature of Seller/Landlord

Signature of Buyer/Tenant

Signature of Seller/Landlord

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



Buyer's Initials:

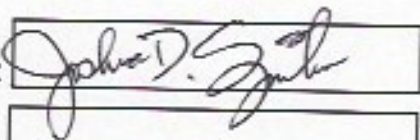
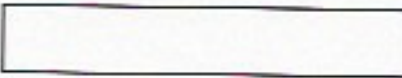
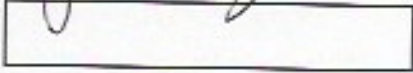
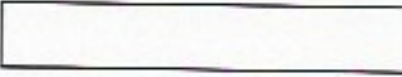
Seller's Initials:

WALK THROUGH ADDENDUM

The following provisions are part of the Offer to Purchase Real estate and Acceptance between
JOSHUA SPINKS (BUYER) and
NICK AND TINA CORROLL (SELLER)
for the Property located at 917 GARFORD AVE
Ohio, with offer dated _____.

The parties hereby agree as follows:

1. Buyer will be given an opportunity to walk through the Property on or about 3 day(s) prior to title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement. Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.
2. The Property shall be in broom clean condition and free of all personal property and debris at the time of possession.

BUYER:  SELLER: 
BUYER:  SELLER: 
DATE: _____ DATE: _____





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 NAC Date 1-17-18
Owner's Initials JRC Date 1-17-18

Purchaser's Initials JBS Date _____
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: 917 Garford Ave., Elyria, Ohio

Owners Name(s): Nick and Tina Carroll

Date: January 17, 2018

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: October 6, 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? No [] Yes [] 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: Crawl space gets small amount of water during a heavy rain or thaw. Northwest corner of basement gets small amount of water in the corner during a heavy rain or thaw.

Owner's Initials JMC Date 1-17-18

Purchaser's Initials JDS Date

Property Address 917 Garford Ave., Elyria, Ohio

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:
Inspection done in September of 2015 with zero findings of a mold issue.

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 type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 UAC Date 1-17-18
Owner's Initials JPC Date 1-17-18

Purchaser's Initials JAS Date _____
Purchaser's Initials _____ Date _____

Property Address 917 Garford Ave., Elyria, Ohio

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: n/a

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?

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?

1) Boundary Agreement

Yes

No

4) Shared Driveway

Yes

No

2) Boundary Dispute

5) Party Walls

3) Recent Boundary Change

6) Encroachments From or on Adjacent Property

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:
none

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 NAC Date 1-17-18
Owner's Initials TVC Date 1-17-18

Purchaser's Initials JDS Date _____
Purchaser's Initials _____ Date _____

Property Address 917 Garford Ave., Elyria, Ohio

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: *Neil A. Smith* DATE: January 17, 2018

OWNER: *Tina R. Carroll* DATE: January 17, 2018

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: *John D. Zales* DATE: _____

PURCHASER: _____ DATE: _____