

**RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE**



1 **BUYER:** The undersigned CARMEN J. COLOMBANI offers to buy the
2 **PROPERTY:** Located at B5678 VICKIE LANE,
3 City BEDFORD HEIGHTS, Ohio, Zip Code 44146.
4 Permanent Parcel No. 791 29 161, and further described as being: 3 BR SPLIT LEVEL

5 **SELLER TO PROVIDE CITY OF BEDFORD HEIGHTS COMPLIANCE LETTER**

6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and 2 controls; all permanently attached carpeting. The
11 following selected items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen, glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener.

15 Also included: _____
16 _____

17 Fixtures NOT Included: _____
18 _____

19 **PRICE:** Buyer shall pay the sum of \$ 106,200 ~~105,000.00~~

20 Earnest money payable to LIBERTY REALTY GROUP LTD in the amount of \$ 1,000.00

21 In the form of a check other _____ which shall be
22 redeemed immediately upon receipt of a binding agreement (as defined
23 on lines 216-224) and _____

24 Balance of cash to be deposited in escrow \$ 2,675.00

25 Mortgage loan to be obtained by Buyer \$ 101,325.00
26 Conventional, FHA, VA, Other _____

27 **SELLER TO PAY \$3800 OF BUYER'S CLOSING COST'S, POINTS, PRE- PAIDS, LOAN ORIGATION**
28 **FEE'S AND/ OR ANY OTHER LOAN RELATED ITEMS.**

29 **FINANCING:** Buyer shall make a written application for the above mortgage loan and provide documentation to
30 Seller of said application within 5 days and shall obtain a commitment for that loan no later than
31 35 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
32 no fault of either party, any government regulation or lender requirement, the date of closing shall be extended
33 for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's
34 written election, if, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement
35 shall be null and void. Upon signing of a *mutual release* by Seller and Buyer, the earnest money deposit shall be
36 returned to the Buyer without any further liability of either party to the other or to the Brokers and their agents. (see
37 line 205)

38 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
39 with the lending institution or escrow company on or before December 27, 2018, and title shall be
40 recorded on or about December 28, 2018. Ohio law requires that closing funds over the amount
41 of \$1,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender
42 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

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43 **POSSESSION:** Seller shall deliver possession to Buyer of the property within 0 days by TTD (time),
44 AM PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
45 the Seller free for _____ days. Additional _____ days at a rate of \$ _____ per day. Insurance coverage
46 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of
47 Seller and Buyer.

48 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
49 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
50 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
51 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
52 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title
53 Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title defects.
54 If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase
55 price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further
56 liability to each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money to Buyer.
57 (see line 205)

58 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
59 county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been
60 recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the
61 tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall
62 be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact
63 the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been
64 recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is
65 new construction and recently completed or in the process of completion at the time the agreement was signed by
66 the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the
67 improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net
68 proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow
69 agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local
70 county auditor that the taxes on the land and improvements have been paid in full to the date the title has been
71 recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes
72 and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in
73 valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the
74 date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private,
75 except the following: _____
76

77 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
78 Buyer Seller agrees to pay the amount of such recoupment.

79 **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the
80 Escrow Agent's usual conditions of acceptance.

81 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
82 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
83 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
84 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
85 in which case Seller shall pay the entire escrow fee), and h) _____.

86 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
87 \$ 250.00 _____ from the proceeds due Seller for payment of Seller's final water and
88 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

89 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
90 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
91 deed and any mortgage, d) _____. If the closing
92 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
93 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
94 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and

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95 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
96 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
97 which Brokers may disburse to other parties to the transaction.

98 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
99 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
100 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
101 Limited Home Warranty Plan issued by APHW. The cost of \$ 435.00
102 shall be paid by Buyer Seller through escrow.

103 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of
104 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes
105 sole responsibility to select and retain a qualified inspector for each requested inspection and releases
106 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect
107 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer
108 understands that all real property and improvements may contain defects and conditions that are not readily
109 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their
110 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges
111 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or
112 Buyer's inspectors regarding the condition and systems of the property.

113 **Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the**
114 **need for the Inspections listed below.**

115 **Waiver:** _____ (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated
116 "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection and
117 shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections		Expense	
	Yes	No	BUYER	SELLER
<input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME	<u>5</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL WATER	_____ days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	RADON	<u>5</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	MOLD	<u>5</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS	<u>5</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER	<u>3</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

129 (list other inspections) FINAL WALK THROUGH 3 DAYS PRIOR TO TITLE TRANSFER

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

- 131 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the
132 property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the*
133 *Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in
134 full force and effect; **OR**
- 135 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
136 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
137 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
138 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
139 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
140 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
141 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
142 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
143 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned

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144 to the Buyer. (see line 205) The Buyer and Seller can mutually agree in writing to extend the dates for
145 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
146 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
147 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
148 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this
149 agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a
150 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a *mutual*
151 *release*. The earnest money will be returned to the Buyer without any further liability of either party to the
152 other or to the broker(s). (see line 205)

153 **MEGAN'S LAW** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex
154 offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to
155 inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office
156 for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered
157 sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine
158 if a sex offender resides in the area of any property Buyer may purchase.

159 **CONDITION OF PROPERTY:** Buyer has examined the property and agrees that the property is being purchased
160 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential*
161 *Property Disclosure Form* or identified by any inspections requested by either party or any other
162 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional
163 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not
164 relied upon any representations, warranties, or statements about the property (including but not limited to its
165 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

- 166 1. Buyer acknowledges receipt of completed *Residential Property Disclosure Form* from Seller
167 2. Buyer has not received *Residential Property Disclosure Form* and Seller agrees to deliver to Buyer a copy of
168 the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of
169 the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

170 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
171 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
172 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
173 received from governmental agencies to inspect or correct any current building code or health violations. If
174 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
175 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in
176 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a
177 *mutual release* with instruction to the Broker on disbursement of the earnest money. (see line 205)

178 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential
179 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or
180 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property
181 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements
182 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents
183 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby
184 acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the
185 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
186 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
187 Brokers or their agents that you relied upon when purchasing this property. (if none, write "none")
188 **NONE**

189 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
190 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
191 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
192 event, Seller and Buyer agree to sign a *mutual release*, with instruction to the Broker on disbursement of the
193 earnest money on deposit (see line 205). If such damage is less than ten percent of the purchase price, Seller

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194 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

195 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
196 Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium Short
197 Sale House Sale Contingency House Sale Concurrency Lead-Based Paint (required if built before 1978)
198 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Walk-Through Addendum
199 Other _____

200 are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting**
201 **terms in the Purchase Agreement.**

202 **ADDITIONAL TERMS:** _____
203 _____
204 _____

205 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
206 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
207 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
208 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
209 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
210 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
211 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.
212 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
213 broker against the real estate commission owed the broker as a result of said closing. If said earnest money
214 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent
215 or if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

216 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
217 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
218 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
219 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
220 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
221 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
222 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
223 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
224 calendar days.

225 **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

226 BUYER *C. Colombani* Address 636 Turney Road Apt 438
227 Print Name CARMEN J. COLOMBANI Bed Ford OH 44146

228 BUYER _____ Date 11-19-18 Phone 724-699-5716
229 Print Name _____ Email janice-colombani

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230 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
231 funds a commission of \$ _____ or **Three Point Zero** percent (3.000 %) of the
232 purchase price to LIBERTY REALTY GROUP LTD (Selling Broker) LIBERTY REALTY GROUP (Office)
233 and \$ _____ plus _____ percent (_____ %) of the
234 purchase price to _____ (Listing Broker) _____ (Office)

235 SELLER _____ Address _____
236 Print Name _____

237 SELLER _____ Date _____ Phone _____
238 Print Name _____ Email _____

239	Selling Agent Name, RE License Number,	Listing Agent Name, RE License Number,
240	Telephone and Email:	Telephone and Email:
241	<u>ANGELA LOCKHART</u>	<u>william salamon</u>
242	<u>700353181</u>	<u>2011000741</u>
243	<u>(216)319-4655CELL</u>	<u>(440)305-1223</u>
244	<u>AANGELA94A@AOL.COM</u>	<u>Realty Trust Services</u>
		<u>9165</u>
		<u>andy@rtserve.com</u>

245	Selling Brokers Name, BR License Number,	Listing Brokers Name, BR License Number,
246	Telephone and Email:	Telephone and Email:
247	<u>LIBERTY REALTY GROUP LTD</u>	_____
248	<u>2861</u>	_____
249	<u>(440)914-1119-OFFICE</u>	_____
250	<u>216-342-1179-FAX</u>	_____

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WALK-THROUGH ADDENDUM

Property Address: B5678 VICKIE LANE, BEDFORD HEIGHTS, 44146

This Addendum is made part of the Agreement between CARMEN J. COLOMBANI (Buyer) and _____ (Seller) for the address listed above (the "Property) with offer dated November 19, 2018.

The parties agree that the 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, as at the time of the execution of the Agreement. Buyer's failure to exercise this opportunity in the time period described herein shall be deemed as acceptance of the property.

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 previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Sellers expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement; or (5) Buyer will remove the Walk-Through Contingency by signing the Removal of Contingency below.

Additional Terms and Conditions:

	<u>11-19-18</u>	DocuSigned by: 	<u>11/21/2018</u>
Buyer CARMEN J. COLOMBANI	Date	Seller	Date

Buyer	Date	Seller	Date
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Removal of Walk-Through Contingency: The undersigned Buyer hereby waives and removes the Walk-Through Contingency in the above referenced Purchase Agreement. Failure to respond deems acceptance.

Buyer	Date	Buyer	Date
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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: B5678 VICKIE LANE, BEDFORD HEIGHTS, 44146

Buyer(s): CARMEN J. COLOMBANI

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by ANGELA K LOCKHART, and LIBERTY REALTY GROUP LTD
AGENT(S) BROKERAGE

The seller will be represented by WILLIAM SALAMON, and REALTY TRUST SERVICES LLC.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

CONSENT

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

Carmen J. Colombani
BUYER/TENANT
CARMEN J. COLOMBANI

11-19-18
DATE

MARA
SELLER/LANDLORD
11/21/2018
DATE

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



*(Exclusive Buyer Agency Only –
Model Policy)*

CONSUMER GUIDE

TO AGENCY

RELATIONSHIPS

LIBERTY REALTY GROUP

LTD . BEACHWOOD

Brokerage Name



We are pleased you have selected

LIBERTY REALTY GROUP

LTD . BEACHWOOD to help you with your real estate needs. Whether you are selling, buying or leasing real estate,

LIBERTY REALTY GROUP

can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working.

Below is some information that explains the various services that agents can offer and their options for working with you.

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

Working With LIBERTY REALTY

GROUP LTD . BEACHWOOD
LIBERTY REALTY GROUP
LTD . BEACHWOOD only represents buyers. It does not represent sellers or list property for sale. Therefore, **LIBERTY REALTY GROUP LTD . BEACHWOOD** will never act as a dual agent representing both parties in a transaction. Instead, it will only act as the buyer's agent in the purchase of real estate.

When acting as a buyer's agent, **LIBERTY REALTY GROUP LTD . BEACHWOOD** will seek its compensation from the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, the brokerage will attempt to negotiate for a seller-paid fee. However, even if the listing broker or seller pays us, **LIBERTY REALTY GROUP LTD . BEACHWOOD** still represents only the buyer. If **LIBERTY REALTY GROUP LTD . BEACHWOOD** is not compensated by the listing broker or the seller, its compensation will be paid by the buyer, pursuant to a written agreement with the buyer.

Fair Housing Statement

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

(Effective: 9/29/2011)

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

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

CARMEN J. COLOMBANI

Name (Please Print)



Signature

11-19-18

Date

Name (Please Print)

Signature Date

F. H. A. ADDENDUM



This is an Addendum to the Residential Purchase Agreement dated November 19, 2018,
for the purchase and sale of the Property known as:

(Street Address) B5678 VICKIE LANE
(City) BEDFORD HEIGHTS, Ohio, (Zip Code) 44146
between CARMEN J. COLOMBANI (Buyer)
and _____ (Seller)

It is expressly agreed that notwithstanding any other provisions of this contract, the 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 the 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 **\$105,000.00**. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD neither warrants the value nor the condition of the property. The Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

FHA regulations require that every application for a Firm Commitment for mortgage insurance be submitted with a Certification signed by the Seller, the Buyer, and the Broker involved in the transaction, that the terms of the contract for purchase are true to the best of their knowledge and belief, and any other agreement entered into by any of the parties in connection with the transaction is attached to the sales contract.

The undersigned hereby certify that in submitting this request for a Firm Commitment for mortgage insurance, that the terms of the contract for purchase dated November 19, 2018 are true to the best of their 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 contract.

<u>Carmen J. Colombani</u> BUYER	<u>11-19-18</u> DATE	SELLER	DATE
BUYER	DATE	SELLER	DATE
SELLING AGENT ANGELA LOCKHART	DATE	LISTING AGENT	DATE
COMPANY NAME LIBERTY REALTY GROUP LTD	DATE	COMPANY NAME	DATE

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 as 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.