

Property Address: 13311 Park Dr, Brook Park, OH 44142

43 **TITLE:** Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required,
44 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
45 assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not
46 materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
47 assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of
48 Title Insurance in the amount of the purchase price. Seller shall have thirty (30) days after notice to remove title
49 defects. If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the
50 purchase price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any
51 further liability to each other, and both Buyer and Seller agree to sign a *mutual release*, releasing earnest money
52 to Buyer. (see line 196) Title Co.

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

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

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

76 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
77 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
78 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
79 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
80 in which case Seller shall pay the entire escrow fee), and h) N/A
81 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold
82 \$ Paid In Full from the proceeds due Seller for payment of Seller's final water and
83 sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

84 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
85 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the
86 deed and any mortgage, d) \$300.00 Admin Fee To Re/Max REG. If requested,
87 by Broker, the Seller(s) and Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully
88 signed HUD1 Settlement Statement to their respective Broker(s) listed on this Agreement promptly after closing.

89 **HOME WARRANTY:** Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that
90 such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from
91 coverage. Broker may receive a fee from the home warranty provider. Buyer does does not elect to secure a
92 Limited Home Warranty Plan issued by Americas Preferred. The cost of \$ 460.00
93 shall be paid by Buyer Seller through escrow.

kk

06-21-21

BD

6/21/2021

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

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

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

Choice	Inspections		Expense	
			BUYER	SELLER
110 Yes No				
111 <input checked="" type="checkbox"/> <input type="checkbox"/>	GENERAL HOME	<u>7</u> days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
112 <input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
113 <input type="checkbox"/> <input checked="" type="checkbox"/>	WELL WATER	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
114	(<input type="checkbox"/> flow, <input type="checkbox"/> potability)			
115 <input checked="" type="checkbox"/> <input type="checkbox"/>	RADON	_____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
116 <input type="checkbox"/> <input checked="" type="checkbox"/>	MOLD	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
117 <input type="checkbox"/> <input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS	_____ days from acceptance of Agreement	<input type="checkbox"/>	<input type="checkbox"/>
119 <input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER	_____ days from acceptance of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>

120 (list other inspections) Any other inspections deemed necessary by inspector

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

- 122 a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If
123 the property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to*
124 *the Residential Purchase Agreement* removing the inspection contingency and this agreement will
125 proceed in full force and effect; **OR**
- 126 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written
127 inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's
128 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide
129 Seller with a copy of all inspection reports, if requested, and sign an *Amendment to the Residential*
130 *Purchase Agreement* removing the inspection contingency and identifying the defects which are to be
131 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the
132 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's
133 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement
134 is null and void and Seller and Buyer agree to sign a *mutual release*, with the earnest money being returned
135 to the Buyer. (see line 196) The Buyer and Seller can mutually agree in writing to extend the dates for
136 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide
137 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, **OR**
- 138 c. Terminate this agreement if written inspection report(s) identify material latent defects not previously
139 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate
140 this agreement based upon newly discovered material latent defects in the property, Buyer agrees to
141 provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign
142 a *mutual release*. The earnest money will be returned to the Buyer without any further liability of either
143 party to the other, or to the broker(s). (see line 196)

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

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

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

161 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of
162 recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local
163 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices
164 received from governmental agencies to inspect or correct any current building code or health violations. If
165 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party
166 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree
167 in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign
168 a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 196)

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

NONE

180 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the
181 purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and
182 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that
183 event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the
184 earnest money on deposit (see line 196). If such damage is less than ten percent of the purchase price, Seller
185 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property

186 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
187 Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium Short
188 Sale House Sale Contingency House Sale Concurrence Lead Based Paint (required if built before 1978)
189 Homeowner's Association Affiliated Business Arrangement Disclosure Statement Other _____

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

193 **ADDITIONAL TERMS:** NONE

194 _____ 06-21-21 _____ 6/21/2021
195 *KJR* *BD*

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196 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
197 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
198 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
199 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
200 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
201 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
202 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.

203 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
204 broker against the real estate commission owed the broker as a result of said closing.

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

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

215 BUYER *KLK* Address _____

216 Print Name Kyle L Kalanish, _____

217 BUYER _____ Date 06-19-21 Phone 440-384-7196

218 Print Name _____ Email kylekalanish@yahoo.com

219 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
220 funds a commission of \$ Per MLS or Per MLS percent (%) of the
221 purchase price to Andrew Pal (Selling Broker) RE/MAX REG (Office)
222 and \$ _____ plus _____ percent (%) of the
223 purchase price to _____ (Listing Broker) _____ (Office)

224 SELLER *Bh...* Address _____

225 Print Name _____ Date 6/21/2021

226 SELLER _____ Date _____ Phone _____

227 Print Name _____ Email _____

228 Selling Agent Name, Telephone and Email:

229 ANDREW PAL

230 216-903-9755

231 Andrew.PAL@gmail.com

232 Selling Brokers Name, Address and Telephone:

233 RE/MAX Real Estate Group

234 20006 Detroit Rd. Suite #201

235 440-333-1230

236 Mike Wallace

Listing Agent Name, Telephone and Email:

Listing Brokers Name, Address and Telephone:

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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: 13311 Park Dr, Brook Park, OH 44142
Buyer(s): Kyle L Kalanish,
Seller(s): Dors Brian

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Andrew PaL, and Re/Max Real Estate Group.
AGENT(S) BROKERAGE
The seller will be represented by 2017002906/Jenna L. Johnson, and 2017002906/Jenna L. Johnson.
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.

Kyle L Kalanish 06-19-21
BUYER/TENANT DATE

Brian Dors 6/21/2021
SELLER/LANDLORD 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





If dual agency occurs you will be asked to consent to in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties RE/MAX REAL ESTATE GROUP has listed. In that instance RE/MAX REAL ESTATE GROUP will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When RE/MAX REAL ESTATE GROUP lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX REAL ESTATE GROUP does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because RE/MAX REAL ESTATE GROUP shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and RE/MAX REAL ESTATE GROUP will be representing your interests. When acting as a buyer's agent, RE/MAX REAL ESTATE GROUP also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

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

We hope 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, acknowledging receipt of the Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Kyle L Kalanish,
Name (Please Print)

Name (Please Print)

Kyle L Kalanish
Signature Date 06-19-21

Signature Date





June 15, 2021

Kyle L Kalanish,

This letter is to advise you that your personal and financial history have been reviewed to determine your ability to qualify for a residential mortgage. Based upon the review of your credit report and the information you provided, you meet all guidelines necessary for approval. You have been Pre-Approved for a mortgage with the terms listed below:

Purchase Price:	\$177,000.00
Max Property Taxes:	\$3,000.00
Loan Program:	Conventional
Occupancy:	Primary

Full approval is contingent upon satisfying the following requirements:

- Receipt of an accepted purchase contract, satisfactory in form and content.
- Receipt of a satisfactory appraisal performed by a licensed and approved appraiser that supports the purchase price.
- Evidence that all information provided is true and correct.
- Final underwriting approval.

Feel free to contact me at 440-225-9197 if you have any questions, require additional information, or need approval confirmation for other loan parameters.

Sincerely,

Kenneth Kopp

Kenneth Kopp
Loan Officer
NMLS # 25674
440-225-9197
kkopp@emailrmc.com

7870 E. Kemper Road Ste 280, Cincinnati, OH 45249
www.rapidmortgagecompany.com
513-769-6900
NMLS # 126841



Contract No: _____



Supreme Home Warranty Agreement/Invoice

To obtain a Contract Number or to order a Warranty - C: 1.800.648.5006 | F: 1.888.479.2652 |
 APHW • 5775 Ann Arbor Rd. • Jackson, MI 49201 | APHW.COM | aphwoffice@aphw.com |

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

~ Please be sure to fill in all applicable areas of information. ~

Seller's Name _____

Property Address No. & Street _____

City _____ State _____ Zip _____

Phone # _____

Seller's E-mail _____

kylekalanish@yahoo.com

Buyer's Name _____

Kyle L. Kalanish

Phone # _____

440-384-7196

Buyer's E-mail _____

kyuekalani h@jahoo.com

Real Estate Office _____

Re/Max Real Estate Group

Address _____

32961 Pin Oak Parkway, Suite 2

City _____ State _____ Zip _____
 Avon Lake OH 44012

Phone # _____ Fax # _____
 216-903-9755 440-333-1230

Real Estate Agent _____
 Andrew PaL

Agent's E-mail _____
 AndrewPaL9@gmail.com

Closing Date _____
 07-23-21

Listing date _____
 06/19/21

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE PREVIOUS PAGES.

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS SUPREME HOME WARRANTY AGREEMENT INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X Brandon Date 6/21/2021
 X _____ Date _____
 Buyer(s) Signature(s) X [Signature] Date 06-16-21
 X _____ Date _____

WAIVER

Applicant has reviewed the Supreme Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Supreme Home Warranty Agreement.

Seller(s) Signature(s) X _____ Date _____
 Buyer(s) Signature(s) X _____ Date _____

HOUSING TYPE (Please Check One)

- Single/Family Condo/Townhouse
 - Duplex (2 warranties) Triplex (3 warranties)
 - Fourplex (4 warranties) New Home Construction
 - Manufactured Home Year Manufactured: _____
 - Foreclosed/Repossessed Home**
- **See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan** \$685
 Standard Coverage Items + Buyer Preferred Upgrade
 + Washer & Dryer Coverage + \$50 Deductible
- Single Family - One Year:
 - \$100 Deductible..... \$425
 - \$50 Deductible..... \$460
- Single Family - Two Year:
 - \$100 Deductible..... \$799
- Condo/Townhouse Plan - One Year:
 - \$75 Deductible..... \$399
- New Construction Plan for Buyers - Three Years:
 - \$75 Deductible..... \$550
 Coverage begins 366 days after closing
 and continues for three years.
- Multi-family Unit Plans (\$75 Deductible):
 - Duplex (2 warranty agreements) \$770
 - Triplex (3 warranty agreements) \$1,074
 - Fourplex (4 warranty agreements) \$1,380

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade.....\$140 x ___ yrs. = \$_____
- Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.*
- Pool/Spa\$185 x ___ yrs. = \$_____
- Premium
 Salt Water/Pool/Spa.....\$345 x ___ yrs. = \$_____
- Jetted Bathtub\$125 x ___ yrs. = \$_____
- Clothes Washer & Dryer.....\$85 x ___ yrs. = \$_____
- Water Softener.....\$85 x ___ yrs. = \$_____

SELLER'S COVERAGE

Seller Preferred Upgrade \$75

Plan Cost(s) \$ 460.00

Option Cost(s) \$ n/a

Total..... \$ 460.00

PLEASE REMIT PAYMENT TO:

**AMERICA'S PREFERRED HOME WARRANTY
 PO BOX 772150 | DETROIT, MI 48277-2150**



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 BD Date 5/23/21
Owner's Initials _____ Date _____

Purchaser's Initials KER Date 6/20/2021
Purchaser's Initials _____ Date _____



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

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: 13311 Park Dr Brook Park OH 44142

Owners Name(s): Brian Dors

Date: May 23, 2021

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 2019

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

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [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, 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 [X] No [] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Sump pump discharge line was found disconnected at rear exterior of house. Plumber repaired and snaked drain tile. No water leak/backup since.

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: Small seepage of water during heavy rain events at front of house, near basement stair landing. Entire length of front basement wall was excavated and waterproofed. New drain tile installed and cleanouts added. No water leakage since.

Owner's Initials BD Date 5/23/21

Purchaser's Initials Date 6/20/2021

Property Address 13311 Park Dr Brook Park OH 44142

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 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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): _____
 Sump pump discharge repair - see Section B comments. Central AC quit and was replaced about 5 years ago.

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 type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 BD Date 5/23/21
 Owner's Initials _____ Date _____
 Purchaser's Initials KER Date 6/20/2021
 Purchaser's Initials _____ Date _____

Property Address 13311 Park Dr Brook Park OH 44142

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

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

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

J) **FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:** Yes No Unknown
Is the property located in a designated flood plain?
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? Yes No Yes No
1) Boundary Agreement 4) Shared Driveway
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: _____

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 BD Date 5/23/21
Owner's Initials _____ Date _____

KER 6/20/2021
Purchaser's Initials _____ Date _____
Purchaser's Initials _____ Date _____

Property Address 13311 Park Dr

Brook Park OH 44142

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: *Brian Doy* DATE: 5/23/21

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: *[Signature]* DATE: 6/20/2021

PURCHASER: _____ DATE: _____

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

Lead Warning Statement

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

13311 Park Dr

Brook Park 

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

(c) KER Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) KER received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Brian Roy</u> Seller	5/23/21 Date	<u>KER</u> Seller	6/20/2021 Date
Purchaser	<u>DD</u> Date 5/24/2021	Purchaser Andrew PaL	Date 6/20/2021
Agent	Date	Agent	Date