

# Enjoy the Convenience of One-Stop Shopping



I/we understand that working with Howard Hanna entitles me/us to the professional services of a Howard Hanna Mortgage Loan Originator. **Howard Hanna Mortgage Services offers:**

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

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

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

**Juan Alvarado**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

 **Juan Alvarado**

\_\_\_\_\_  
Signature

09/08/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Paty Opron**

\_\_\_\_\_  
REALTOR® Name (please print)

**jalvarado91166@gmail.com**

\_\_\_\_\_  
Client(s) Phone Number / Email Address

Acknowledgment



## Howard Hanna Consumer Guide to Agency Relationships



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

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

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

**Seller Agency:** Most sellers choose to list their homes for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As such, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a seller's behalf unless the seller specifically appoints that agent. Typically, part of the listing compensation will be shared (normally through a split of a percentage of the purchase price) with the brokerage for the buyer's agent that successfully produced the buyer. Such sharing of listing compensation does not modify or lessen the listing agent's obligations owed to the seller.

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

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

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

**In-Company Split Agency:** On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate the position of one client over another. The brokerage also will protect the confidential information of both parties.

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

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. They will not, however, disclose any confidential information that would place one party at an advantage over the other, or advocate or negotiate to the detriment of either party.

If dual agency occurs, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

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

**Compensation for Brokerage Services:** If you are a seller represented by Howard Hanna, at closing you will pay listing compensation as described in your Purchase Agreement and/or Exclusive Right To Sell Agreement. This compensation typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. The percentage component is typically split with the buyer's broker and the remainder of that shared with your individual agent; the flat fee amount is retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as the seller, including any sharing of compensation with the buyer's brokerage. If you are a buyer represented by Howard Hanna, you will pay buyer broker compensation as described in your Purchase Agreement and/or any Exclusive Buyer Agreement you have with Howard Hanna. The compensation for buyer broker services typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. Typically, the percentage component is covered when Howard Hanna shares in the listing compensation paid by the seller, with such share being split with your individual agent, while the flat fee amount is paid by you as buyer and retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as a buyer. If you as buyer wished to proceed in a transaction where there was no sharing of listing compensation, then you could be asked to pay both the flat fee *and* a percentage of the purchase price for services rendered to you; however, because it is Howard Hanna's policy to accept a share of the listing compensation, most buyers pay only the flat fee for their buyer services.

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

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

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



**AFFILIATED BUSINESS ARRANGEMENT**  
**DISCLOSURE STATEMENT**



DATE: **September 7, 2022**  
TO: \_\_\_\_\_  
FROM: Howard Hanna, Howard Hanna Mortgage Services, Great Lakes Field Services, LLC, Erie Title Barristers Group, and Blum & Associates Co., LPA  
PROPERTY: **3131 Mckinley St, Lorain, Ohio 44052**

This is to give you notice that Howard Hanna has a business relationship with Howard Hanna Mortgage Services (“HHMS”) for mortgage financing, Howard Hanna Insurance Services, Inc. (“HHIS”) for insurance, Erie Title Barristers Group (“ETB”) for title, escrow and closing services, and Great Lakes Field Services, LLC (“GLFS”) for surveying. Howard Hanna and the above-referenced providers have the same parent company, Hanna Holdings, Inc. (“Holdings”). Holdings owns 100% of HHMS, 100% of HHIS, 49% of GLFS, and 41% of ETBG. Because of this financial relationship, this referral to the above-referenced settlement service providers may provide Howard Hanna a financial or other benefit.

Furthermore, this is to give you notice that F. Duffy Hanna, President of Howard Hanna Financial Services, and Kevin Blum, President of ETBG have a business relationship with Blum & Associates Co., LPA (B&A), which is a law firm. F. Duffy Hanna owns 60% of B&A and Kevin Blum owns 30% of B&A. Because of this financial relationship, a referral to B&A may provide F. Duffy Hanna and Kevin Blum a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for settlement of your purchase or sale on the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

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

Loan Origination Fee	0-1% of Loan Amount
Bona Fide Points	0-6% of Loan Amount
Commitment Fee	\$0.00 to \$500.00
Advance Equity Application Fee	\$500.00 to \$900.00
Processing Fee	\$375.00 to \$575.00
Loan Admin Fee	\$0.00 to \$950.00

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

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

Escrow Fee:	Up to \$425.00 for seller, \$425.00 for buyer
Title Exam:	\$395.00
Title Commitment:	\$100.00
Title Update:	\$75.00

**Owner Fee Title Insurance** (Rates are set by the Ohio Title Insurance Ratings Bureau “OTIRB”):

	Per Thousand or any Fraction thereof:
Up to \$150,000 of liability written	\$5.75
Over \$150,000 and up to \$250,000 add	\$4.50
Over \$250,000 and up to \$500,000 add	\$3.50
Over \$500,000 and up to \$10,000,000 add	\$2.75
Over \$10,000,000 add	\$2.25
Minimum Premium	\$175.00
Survey Coverage	\$100.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

There is an increased cost for a Homeowner's Policy of Title Insurance which is set by OTIRB. You may request endorsements on your policy. The cost of the same is also set by OTIRB.

Loan Policy of Title Insurance (Required by your lender, rates set by OTIRB)

Standard Loan Policy	\$100.00
Expanded Coverage Residential Loan Policy	\$125.00
ALTA 4-06 (Condominium Endorsement)	\$50.00
ALTA 5-06 (Planned Unit Dev. Endorsement)	\$50.00
ALTA 8.1-06 (EPA Endorsement)	\$50.00-75.00
ALTA 9-06 (Restrictions, Encroachments, Minerals Endorsement)	\$0.10 per thousand, with a minimum rate of \$150.00
Survey Coverage	\$0-50.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

Other endorsements may be requested by your lender. The cost of the same is also set by OTIRB.

Closing Protection Letter Fee: \$40.00 - \$85.00

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

Estimated Premium for Homeowner's insurance:

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


**Great Lakes Field Services (GLFS)** is a surveying company. Fees for mortgage location surveys vary with the size of the lot being transferred. Fees for mortgage location surveys range from \$160.00 to \$500.00.

**B&A** is a law firm. It charges fees for the preparation of legal documents. Its fees depend on the complexity of the transaction. The estimated fees for a typical transaction are listed below:


Deed Preparation:	Up to \$125.00
Memorandum of Trust:	Up to \$250.00
Affidavits:	Up to \$150.00
Attorney Opinion Letter (Trust Review):	Up to \$250.00
Power of Attorney (for real estate):	\$150.00

### ACKNOWLEDGMENT

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

 dotloop verified  
09/08/22 9:17 PM EDT  
BKA1-ZOJD-TEF6-YW2P

SELLER **Buckeye Home Solutions, LLC** \_\_\_\_\_ Date

 Authentisign

BUYER **Juan Alvarado** \_\_\_\_\_ 09/08/2022 Date

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

BUYER \_\_\_\_\_ Date





# 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: 3131 Mckinley St, Lorain, Ohio 44052

Buyer(s): Juan Alvarado

Seller(s): Buckeye Home Solutions, LLC

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

The buyer will be represented by Paty Opron, and Howard Hanna Real Estate Services.

AGENT(S)

BROKERAGE

The seller will be represented by Tim Debronsky, 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.

Seller is a licensed realtor in the state of Ohio. 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.

Juan Alvarado 09/08/2022  
BUYER/TENANT DATE  
Juan Alvarado

Tim Debronsky dotloop verified 09/08/22 9:17 PM EDT XJM3-BW3S-XS89-N8MZ  
SELLER/LANDLORD DATE  
Buckeye Home Solutions, LLC

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. Forth is 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 offer is 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 principal 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 principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal 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:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20th Floor  
Columbus, OH 43215-6133  
(614) 466-4100





# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Juan Alvarado offers to buy the

2 **PROPERTY:** located at 3131 Mckinley St,

3 City Lorain, Ohio, Zip 44052 Permanent Parcel No(s). 03-00-046-115-002

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

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

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

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

27 **PRICE:** BUYER shall pay the sum of ..... \$ 48,000.00  
28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (check one)  
30  Listing Broker  Buyers' Broker or  \_\_\_\_\_  
31 and credited against the purchase price ..... \$ 1,000.00  
32 The check shall be deposited immediately upon acceptance  
33 of a binding Agreement as defined below on lines 264-273

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

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

37 **Mortgage** loan to be obtained by BUYER ..... \$ 47,000.00  
38  CONVENTIONAL,  FHA,  VA  OTHER **CASH**

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

Purchase Agreement 2/2022  
Page 1 of 6

\_\_\_\_\_  
SELLERS' INITIALS AND DATE

\_\_\_\_\_ 09/08/2022  
BUYERS' INITIALS AND DATE



Property Address: 3131 Mckinley St, Lorain, Ohio 44052

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

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before September 30, 2022, and the deed shall be recorded on or  
51 about September 30, 2022, except that if a defect in title appears, SELLER shall have thirty (30) days  
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such  
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,  
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign  
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time)  a.m.  p.m.  
57      day(s) after recording of the deed or September 30, 2022, whichever is later. Subject to BUYER'S rights, if any, the  
58 premises may be occupied by the SELLER free for      ( ) days and an additional       
59 ( ) days at a rate of \$ n/a per day provided, however, that under no circumstances shall SELLER occupy  
60 Premises beyond n/a (date). Payment and collection of fees for use and occupancy after transfer of title  
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

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

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

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

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

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

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any  
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara  
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 303-305 below; and g)  
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case  
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or  
102 date of possession, whichever is later. The escrow agent shall withhold \$ 200.00 from the proceeds due SELLER  
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

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104 **BUYER shall pay** the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees  
106 for the deed and any mortgage, and d) BUYER'S share of Howard Hanna's real estate commission for buyer broker  
107 services rendered to BUYER. Howard Hanna's real estate commission for all general brokerage services that Howard  
108 Hanna will provide to BUYER consists of two components: (i) a brokerage flat fee of \$325, paid by BUYER; AND (ii) the  
109 commission listed below on lines 303-305, which percentage component is being offered and will be paid by SELLER to  
110 Howard Hanna as the cooperating broker that successfully produced the BUYER. BUYER shall secure new insurance on  
111 the property. The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

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

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

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

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

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

Choice		Inspection	Expense	Expense	
Yes	No			BUYER'S	SELLER'S
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of AGREEMENT	<input 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"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON ..... _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD* ..... _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	

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

142   OTHER \_\_\_\_\_ days from acceptance of AGREEMENT

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

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

148 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously  
149 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified  
150 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a  
151 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the  
152 inspection contingency and identifying those specific material defects which are to be repaired.  
153 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and

  
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154 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
155 at SELLERS' expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
156 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon  
157 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property  
158 for BUYER to review any such material defects corrected by SELLER. For purposes of this  
159 AGREEMENT, "material defects" DO NOT include minor routine maintenance. **OR**

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

164 **Yes No**

165   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within  
166 \_\_\_\_\_ days by a licensed inspection or exterminating agency of  BUYER'S or  SELLER'S choice at  
167  BUYER'S  SELLER'S expense and such agency's written report made available to the BUYER before closing. If such  
168 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition  
169 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one  
170 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying  
171 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER OR  SELLER (unless  
172 FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay  
173 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that  
174 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

175 **Yes No**

176   **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the  
177 property by a licensed inspector, for the presence of lead-based paint and/or lead-based paint hazards at  
178 BUYER'S expense within \_\_\_\_\_ days after acceptance. (Intact lead-based paint that is in good condition is not  
179 necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.)  
180 In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER  
181 shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing  
182 deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a  
183 copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S  
184 request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the  
185 inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to  
186 provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating  
187 that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to  
188 terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection  
189 at any time without SELLER'S consent.

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

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

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

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

206 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its  
207 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio *Residential*  
208 *Property Disclosure Form*, identified by any inspections requested by either party or on any other forms or addenda made a  
209 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the  
210 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have

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211 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional  
212 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied  
213 upon any representations, warranties or statements about the property (including but not limited to its condition or use)  
214 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*. BUYERS must  
215 initial one of the following:

216 BUYER  HAS JA (BUYER'S initials), prior to signing this offer, received a copy of the *Residential*  
217 *Property Disclosure Form* which was signed by SELLER on July 6, 2022 (date).

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

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

227 **Please list any and all verbal representations made by Brokers or their agents that you relied upon when**  
228 **purchasing this property (if none, write "none").** none  
229

230 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

231 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
232 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
233 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
234 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
235 SELLER shall have Ten ( 10 ) days after receipt by BUYER of all notices to agree in writing which party shall be  
236 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
237 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
238 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

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

243 BUYER acknowledges that, except as specifically noted on lines 227-229 above, Howard Hanna and its agents have  
244 not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
245 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
246 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
247 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
248 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
249 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
250 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

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

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

264 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
265 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
266 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
267 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and

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268 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
269 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with  
270 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and  
271 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding  
272 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need  
273 of legal or tax advice.

274 **ADDITIONAL TERMS:** \_\_\_\_\_  
275 \_\_\_\_\_  
276 \_\_\_\_\_

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


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

295 **BUYER:**  09/08/2022 Address: \_\_\_\_\_  
296 Print name: Juan Alvarado \_\_\_\_\_ ZIP: \_\_\_\_\_

297 **BUYER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: jalvarado91166@gmail.com  
298 Print name: \_\_\_\_\_ Date: 09/08/2022

299 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$1,000.00 earnest money, subject to the  
300 terms of the above offer.

301 **HOWARD HANNA (License # 0000189163):**

302 By:  09/08/2022 (License # 2007003706) Office: Avon Phone: (440)865-0424

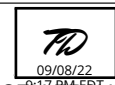

303 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S  
304 escrow funds a brokerage flat fee of \$325, if the property is listed with Howard Hanna, and PMLS %  
305 of the purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124

306 Listing Broker: Realty Trust License # \_\_\_\_\_ Listing Agent: Tim Debronsky License # 2012003122

307 **SELLER:**   Address: 3034 Mckinley St  
308 Print name: Buckeye Home Solutions, LLC Lorain ZIP: 44052

309 **SELLER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
310 Print name: \_\_\_\_\_ Date: \_\_\_\_\_

311 **COUNTER OFFER TERMS:** \_\_\_\_\_  
312 \_\_\_\_\_

313 \_\_\_\_\_  
314 Sellers' signature  \_\_\_\_\_ Date 09/08/2022  
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**WALK-THROUGH ADDENDUM**



This Addendum is made part of the Agreement between  
Juan Alvarado (“Buyer”) and Buckeye Home Solutions, LLC (“Seller”) for 3131 Mckinley St, Lorain, Ohio 44052 (the “Property”) with offer dated September 8, 2022.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 1-3 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer’s viewing or inspection of the Property.

In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

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

BUYER:  Juan Alvarado SELLER:  **Buckeye Home Solutions, LLC**  
dotloop verified  
09/08/22 9:17 PM EDT  
OJKD-THGS-O5OQ-ZEPM

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

DATE: 09/08/2022 DATE: \_\_\_\_\_

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

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

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