



ADDENDUM: Closing Date Addendum _____ :

This is an Addendum to the Purchase Agreement dated 11/07/2022 _____.

for the purchase and sale of the Property known as (Street Address) _____

4469 West 154th Street _____, (City) Cleveland _____, Ohio

between Luke Ratz and Lydia Ratz _____ (“BUYER”)

and _____ (“SELLER”)

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

The signing and transfer date will now be on or before December 14th , 2022.

Luke Ratz
BUYER DATE
dotloop verified
12/08/22 7:08 AM EST
AT0Z-O2D7-TKUT-QGNX

Moni P Rizal
SELLER DATE
dotloop verified
12/09/22 7:19 PM EST
AWPL-VQZX-RWAO-AYBW

Lydia Ratz
BUYER DATE
dotloop verified
12/08/22 5:45 AM EST
YGOR-WXLY-WSY1-A9C7

SELLER DATE





Main: NMLS# 252728
Westlake: NMLS# 278036
Hudson: NMLS# 1126170
MBMB.850035.000

PRE-APPROVAL MORTGAGE LOAN CERTIFICATE

Valid for 90 days

November 7, 2022

Luke A. & Lydia L. Ratz
2752 Pease Dr. Unit 111-N
Rocky River, Ohio 44116

We are pleased to inform you that pursuant to the information you provided us, you have been pre-approved for a mortgage loan:

Loan Type:	Conventional, 30-Year Fixed
Maximum Loan Amount and Interest Rate:	\$186,915 / Tbd%
Sales Price: (up to)	\$219,900
Property Address:	TBD

A commitment for a mortgage loan will be issued to you upon receipt of:

- Fully executed purchase agreement
- Verification of all information submitted
- Acceptable property appraisal
- Satisfaction of any outstanding conditions or stipulations necessary to comply with our or investors' underwriting guidelines

Any material adverse change in your credit information, income, or asset status prior to closing could affect the final approval of your loan. If the above conditions are not met within 90 days, we will assume that you are no longer interested in pursuing a mortgage loan.

If you have any questions or need additional information, please call me at (440) 497-4032. Thank you for choosing Union Capital Mortgage Corporation for your home financing needs.

Sincerely,

Robert J. Antonelli
Mortgage Loan Officer
NMLS #728218
LO.043538.000
26021 Center Ridge Road
Westlake, Ohio 44145

This letter is not a final approval of your application and is not a commitment to lend. Your pre-approval letter is based on current interest rates. The loan amount, interest rate, and any loan conditions are subject to change based on market rates / requirements at the time you choose to make application for a mortgage loan.

Union Capital Mortgage reserves the right to revoke this pre-approval letter at any time if there is a material change in your financial condition or if any information provided is not accurate.



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Luke & Lydia Ratz offers to buy the following
2 described property located at: 4469 W 154th St
3 Cleveland, Ohio (the "Property") Permanent Parcel No. 028-32-088

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

13
14 **NOT included:** _____
15 _____

16 The parties understand and agree that the foregoing terms relating to fixtures and chattel/personal items supersede any listing
17 and marketing information including in any multiple listing service.

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

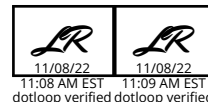
23 **PRICE:** BUYER shall pay the sum of
24 payable as follows:

\$ ~~219,900.00~~ 223,000



25 **Earnest Money** paid to Escrow Agent, as defined below, or Broker
26 (the "Depository") will be deposited in a non-interest bearing
27 trust account and credited against purchase price:

\$ 2,200.00



28 Check to be made payable to Escrow Agent or Broker and deposited
29 within four (4) Days from the date of Acceptance, as defined below; or
30 Note to be redeemed and deposited within four (4) days
31 from the date of Acceptance.

32 Cash downpayment to be deposited with Escrow Agent via wire transfer: \$ 15%

33 Mortgage loan to be obtained by BUYER: \$ TBD By Lender

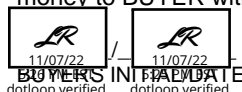
34 CONVENTIONAL FHA VA CASH OTHER _____

35 SELLER shall contribute 6,000\$ towards BUYER closing costs, prepaid items and/or points.

36 NOTE: Ohio law requires deposits to an Escrow Agent in excess of \$10,000 to be conveyed by wire transfer.

37 **FINANCING:** This offer is conditioned upon BUYER making written application for the above mortgage loan within 7
38 days after Acceptance, as defined below, and obtaining a written commitment for that loan on or about
39 12-7-2022. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this Agreement

40 shall be null and void. Upon execution of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
41 to BUYER upon confirmation that the deposit has cleared and without any further liability of the parties or to Broker and its agents.
42 NOTE: In the event of any earnest money dispute, the parties understand and agree that the Depository is required by Ohio law
43 to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
44 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the
45 date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
46 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
47 money to BUYER with no further notice to SELLER.



Property Address: 4469 W 154th St, Cleveland, OH 44135

48 **CLOSING:** All funds and documents necessary to complete this transaction shall be placed in escrow with the lending institution
49 or Escrow Agent on or before 12-7-2022 and closing of escrow and disbursement on or about
50 12-7-2022 BUYER and SELLER understand and agree that timing of recording of the deed is at the discretion
51 of the recorder's office in the county in which the Property is located.

52 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5:00 p.m., on
53 12-7-2022 after closing of escrow and disbursement. SELLER shall maintain utilities up to the date of the
54 possession transfer, and BUYER shall transfer utilities as of the date of possession transfer. SELLER shall deliver possession
55 of the Property in "broom clean" condition, free and clear of any debris and personal items.


56 **WALK THROUGH:** BUYER and SELLER agree that BUYER may walk through the Property on or about 3 day(s) prior to
57 title transfer solely to verify it is in the same or similar condition, absent normal wear and tear, that it was at the time of
58 Acceptance. BUYER acknowledges and agrees BUYER may not raise any issues about the Property's condition at walk
59 through if the condition existed when BUYER viewed or inspected it. If the walk through evidences a material adverse change
60 in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the parties shall
61 mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the
62 material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.


63 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
64 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
65 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value
66 of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
67 BUYER agrees to consult with independent legal counsel with questions about how the Property shall be titled under the deed.
68 SELLER shall furnish an Owner's Fee Policy of Title Insurance from GM Title & Escrow, Agent for First Source Title Agency
69 (the "Escrow Agent") _____ or in the amount of the purchase price with
70 cost of the insuring premium split equally between SELLER and BUYER. BUYER is hereby advised to obtain an Owner's Title
71 Insurance Policy ("OTIP"). An OTIP is different from a lender's title insurance policy, which will not protect BUYER from claims
72 and or issues with title to the Property. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do
73 so, BUYER may either a) accept title subject to each defect without reduction in the purchase price; or b) terminate this
74 Agreement, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and
75 BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest money to BUYER.

76 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
77 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
78 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties
79 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate
80 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
81 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in
82 the process of completion at the time of the Agreement, then the Escrow Agent is instructed to make a good faith estimate of
83 taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from
84 SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is
85 instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the
86 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$500 from
87 SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges
88 or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed
89 subject to any agricultural tax recoupment (C.A.U.V.) BUYER SELLER agrees to pay the amount of such recoupment.

90 **CHARGES/ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
91 standard conditions of acceptance that are not inconsistent with this Agreement :

92 **SELLER** shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any
93 mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee
94 Policy of Title Insurance; d) proration due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other
95 none (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which
96 case SELLER shall pay the entire escrow fee). SELLER shall directly pay all utility charges to the date of title transfer or date of
97 possession, whichever is later. Tenant security deposits, if any, shall be credited in escrow to BUYER.


11/07/22
BUYERS INITIAL/DATE
dotloop verified


11/07/22
BUYERS INITIAL/DATE
dotloop verified


11/07/22
SELLERS INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135



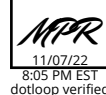
98 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
99 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;
100 and d) a commission of \$599 if BUYER is represented by Keller Williams Realty Greater Metropolitan, and e) other
101 .

102 LIMITED HOME WARRANTY: BUYER acknowledges the availability of a limited home warranty program, which (CHECK ONE)
103 will will not be provided from Americas Preferred _____ t a cost of \$ 950.00 _____. The cost of the limited home shall
104 be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty
105 requires BUYER to pay a deductible in the event of a claim and does not cover pre-existing defects in the Property. The parties
106 acknowledge that Broker or its agents may receive a fee from the warranty provider.

107 CLOSING DISCLOSURES: The parties are advised to carefully review any estimated and final closing disclosures and to direct
108 any questions about them to the Escrow Agent. SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER'S
109 executed Closing Disclosures to Listing Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow
110 Agent to send a final copy of BUYER'S executed Closing Disclosure to Listing Broker Selling Broker upon title transfer.

111 INSPECTION: This Agreement shall be contingent upon the following inspection(s) by a professional inspector of BUYER'S
112 choice within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is
113 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from
114 any and all liability regarding the selection or retention of inspector(s). If BUYER elects a general home inspection, BUYER agrees
115 to retain a general home inspector licensed by the State of Ohio. The parties understand and agree that inspections or tests
116 made with respect to a specific condition or component of the Property may be performed by a qualified professional exempt
117 from home inspector licensing requirements under Ohio law.

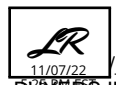
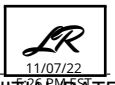
118 If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent
119 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are
120 latent/not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents
121 do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is
122 BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S
123 inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY,
124 LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER'S OWN INSPECTIONS.

CHOICE	INSPECTION	WAIVED			EXPENSE	
		BUYER	SELLER	BUYER	SELLER	
Yes No						
<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____ days	5:25 PM EST dotloop verified	5:26 PM EST dotloop verified	8:05 PM EST dotloop verified	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	SEPTIC SYSTEM _____ days (see addendum)				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	WATER POTABILITY _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	WELL FLOW RATE _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	RADON _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	MOLD _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	PEST/WOOD DESTROYING INSECTS _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	LEAD-BASED PAINT _____ days (see disclosure for pre-1978 homes)				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER _____ days				<input type="checkbox"/>	<input type="checkbox"/>

136 (Specify) _____

137 PEST/WOOD DESTROYING INSECTS: If selected above, an inspection of all structures on the Property shall be made by a
138 licensed inspection or exterminating agency and such agency's written report shall promptly be delivered to BUYER. If such
139 report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be
140 made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the
141 case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. ALL



142 REPAIR AND TREATMENT COSTS SHALL BE PAID BY BUYER OR SELLER (unless FHA/VA regulations prohibit
143 payment by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the
144 repair and treatment if the cost exceeds \$500.

 
BUYERS INITIAL/DATE


SELLERS INITIAL/DATE

Property Address: 4469 W 154th St, Cleveland, OH 44135



145 **LEAD BASED PAINT:** If selected above, BUYER shall have the right to have a risk assessment or inspection of the Property by
146 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
147 days after Acceptance. NOTE: BUYER shall review the EPA pamphlet "Protect Your Family from Lead in Your Home" for more
148 information. If existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the
149 right to terminate this Agreement or request that SELLER repair the specific existing deficiencies noted on the written inspection
150 report. In that event, BUYER shall immediately provide SELLER with a copy of the written inspection and/or risk assessment
151 report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to
152 correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
153 deficiencies, SELLER shall provide to BUYER a certificate from a qualified risk assessor or inspector demonstrating that the
154 deficiencies have been remedied before closing. If the SELLER declines to correct the deficiencies, BUYER may elect to
155 terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of inspection at any time
156 without SELLER'S consent.

157 **WAIVER**   (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
158 "YES." BUYER acknowledges and agrees that any failure by BUYER to perform any inspection elected above is a waiver
159 of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

160 Within three (3) days after completion of the last inspection, BUYER shall elect **one** of the following: a) remove the Inspection
161 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to
162 SELLER agreeing to have specific items identified in a written professional inspection report repaired by a qualified contractor in
163 a professional manner at SELLER'S expense; or c) terminate this Agreement if written inspection report(s) identify material latent
164 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

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

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



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



181 BUYER HAS NOT _____ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
182 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
183 HAZARDS (disclosure form)."

184 This offer is subject to SELLER completing the disclosure form and BUYER'S review and approval of the information contained
185 on the disclosure form within _____ days from receipt.

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

190 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that it is being purchased in its "AS IS" PRESENT
191 PHYSICAL CONDITION, including any latent defects, as well as defects disclosed by SELLER on SELLER'S State of Ohio
192 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise
193 between the date of Acceptance and the date of recording of the deed.

194 BUYER HAS   (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure form completed
195 by SELLER on 10/22/2022 (date) prior to writing this offer.

 
BUYERS INITIAL/DATE


SELLERS INITIAL/DATE

Property Address: 4469 W 154th St, Cleveland, OH 44135

196 BUYER HAS NOT _____ (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure form.
197 This offer is subject to SELLER completing the form and BUYER'S review and approval of the information contained on the
198 disclosure form within _____ days from receipt.

199 SELLER shall pay all costs for repair of any water or gas line leak found between the street and foundation at the time of transfer
200 or restoration of utilities. SELLER shall comply with all local governmental point of sale laws and/or ordinances. SELLER will
201 promptly provide BUYER with any notices received from government agencies to inspect or correct any current building code or
202 health violations. If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in
203 writing which party will be responsible for correction of any building code or health violation(s). In the event BUYER and SELLER
204 cannot agree in writing, this AGREEMENT may be declared null and void by either party.

205 **REPRESENTATIONS AND DISCLAIMERS:** SELLER warrants that SELLER has completed the Ohio Residential Property
206 Disclosure form with no assistance from any brokerage or agent(s) and otherwise disclosed all known material conditions and
207 defects in the Property, including the land, dwelling and other improvements. The parties hereby release, indemnify and hold the
208 brokerage(s) and agents harmless from any and all claims, actions, injuries or damages relating to this transaction and the
209 Property, including any misrepresentations or omissions of SELLER. BUYER acknowledges and agrees that the brokerage(s)
210 and agents do not verify or investigate SELLER'S representations and disclosures, including those made on the Ohio Residential
211 Property Disclosure form. BUYER agrees that BUYER has not relied on any verbal or written representations of any Broker(s)
212 or agent(s) about the Property, including in the multiple listing service. BUYER understands and agrees that BUYER is solely
213 responsible for investigating the Property to ensure it is acceptable to BUYER, including without limitation its features,
214 characteristics, improvements, fitness, use, value, or condition, MLS information, square footage, zoning, lot dimensions, mold,
215 structure, soils, homeowners' regulations and fees, public and private assessments, utilities, taxes, or special assessments.

216 The parties acknowledge and agree that Keller Williams Realty Greater Metropolitan does not promote, endorse or approve of
217 referral or recommendation by its agents of any independent business in which the agent and/or member of the agent's family
218 has an ownership interest or from which the agent or any member of the agent's family receives any benefit or compensation.

219 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
220 before closing and disbursement, then BUYER may either accept the insurance proceeds for said damage and complete this
221 transaction or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of
222 the purchase price, then SELLER shall restore the Property to its prior condition.



223 **ELECTRONIC DATA SECURITY:** The parties agree to confirm wire instructions directly with the lender or Escrow Agent using
224 an independently verified telephone number. Keller Williams Realty Greater Metropolitan's agents and employees will never ask
225 any party to wire funds or to supply credit or debit card, routing, or bank account numbers. The parties hereby agree to release
226 the brokers and agents involved in this transaction from any and all liability related to any unlawful electronic data breach.

227 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
228 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
229 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
230 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. The
231 terms and conditions of this Agreement to be performed by SELLER shall survive delivery and recording of the Deed. This
232 Agreement may be executed by electronic or digital signature of each of the parties, if each party so elects, and may be delivered
233 by facsimile or electronic means. BUYER and SELLER have carefully read this Agreement and have had the opportunity to
234 consult with independent legal counsel before executing it if they have question of law. This Agreement represents the entire
235 agreement between the parties, and there are no other representations, warranties or understandings between them, except as
236 outlined herein. This is a legally binding agreement.

237 **ADDENDA:** The following Addenda are made part of this Agreement and supersede any conflicting terms of the Agreement:
238 State of Ohio Agency Disclosure Form Ohio Residential Property Disclosure form VA Addendum
239 FHA Addendum Condominium Addendum House Sale Contingency Addendum House Sale Concurrency Addendum
240 Lead Based Paint Disclosure Affiliated Business Arrangement Disclosure(s) Home Warranty Contract
241 Septic Addendum Other _____

242 *Lydia Ratz* dotloop verified 11/07/22 5:25 PM EST LR2-QFE-EQFL-RVEU _____
243 (BUYER) Date (E-MAIL ADDRESS)
244 *Luke Ratz* dotloop verified 11/07/22 5:26 PM EST 3VCK-IQNT-QBJT-W3ZB _____
245 (BUYER) Date (E-MAIL ADDRESS)

246 _____ (ADDRESS AND ZIP CODE) _____ (TELEPHONE)

 
BUYERS INITIAL/DATE
dotloop verified dotloop verified

 _____
SELLERS INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135

247 **DEPOSIT RECEIPT:** Receipt of the earnest money in the form of a check note (CHECK ONE) made payable to Escrow
248 Agent or Broker (CHECK ONE) serving as Depository is hereby acknowledged, subject to terms of the above offer. In the
249 event that the earnest money is payable to the Escrow Agent and exceeds the sum of \$10,000, then the Earnest Money payment
250 shall be made via wire transfer from BUYER to the Escrow Agent, as required by Ohio law.
251

By: Jared Perez Office: Keller Williams Greater Metropolitan Phone: 321-405-4557

252 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S proceeds
253 or deposits a commission of 3% on the first 100k and 2% on the remaining balance. _____ percent (3/2 _____ %)
254 of the purchase price to Keller Williams Realty Greater Metropolitan at 29225 Chagrin Blvd., Cleveland, Ohio 44122 and
255 per listing agreement _____ percent of the purchase price to
256 Realty Trust Services, LLC (cooperating broker, if any, at the following
257 address) 29550 Detroit Road, Suite 102, Westlake, OH 44145
258 Unless otherwise stated, any Earnest Money held by Broker as the Depository shall be applied to commissions due, with the
259 balance to be remitted to the Escrow Agent



Moni P Rizal dotloop verified
11/07/22 8:05 PM EST
H5KS-LL3W-BOK9-IDUY

260 _____
261 (SELLER) Date (E-MAIL ADDRESS)

262 _____
263 (SELLER) Date (E-MAIL ADDRESS)

264 _____
265 (ADDRESS AND ZIP CODE) (TELEPHONE)

Selling Agent Name <u>Jared Perez / Mathew Chase</u>	Listing Agent Name <u>Rakesh Baniya</u>
Selling Agent RE License # <u>2020005820 / 2013002819</u>	Listing Agent RE License # <u>2019007609</u>
Telephone and email <u>jared.perez@chasegrouprealestate.com / 321-405-4557</u>	Telephone and email <u>(440) 570-9815 / rakesh@rtserve.com</u>
Selling Brokerage License # <u>REC: 2002014655</u>	Listing Brokerage License #
Selling Brokerage Telephone <u>216-839-5500</u>	Listing Brokerage Telephone <u>(440) 427-0123</u>
Selling Brokerage Email <u>klrw297@kw.com</u>	Listing Brokerage Email <u>andy@RTServe.com</u>
Brokerage Address <u>29225 Chagrin Blvd. Pepper Pike, Ohio 44122</u>	Listing Brokerage Address <u>29550 Detroit Road, Suite 102 Westlake, OH 44145</u>

 11/07/22
 11/07/22
BUYERS INITIAL/DATE
dotloop verified

 11/07/22
SELLERS INITIAL/DATE
dotloop verified

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

Property Address: 4469 West 154th Street, Cleveland, OH 44135

Lead Warning Statement:

Every buyer 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 of 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.

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 buyer 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.

Buyer's Acknowledgment (initial)

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


(d)  Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

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

(i) 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 (initial)


(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.

 dotloop verified 11/07/22 5:14 PM EST UQDR-NKDI-YY8H-085N

BUYER DATE

 dotloop verified 11/07/22 5:17 PM EST JF90-YHRV-GKOO-NURD

BUYER DATE

AGENT DATE

 dotloop verified 10/22/22 12:30 PM EDT 1ECX-IDMR-WNXH-QBK2

SELLER DATE

SELLER DATE

 dotloop verified 10/22/22 12:21 PM EDT MUQN-FTU-ETYM-TTXP

AGENT DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 10/22/2022

Purchaser's Initials  Date 10/22/2022

Owner's Initials  Date 10/22/2022

Purchaser's Initials  Date 10/22/2022

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: 4469 West 154th Street, Cleveland, OH 44135

Owners Name(s): Moni P Rizal

Date: 10/22/2022

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

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):

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? [] Yes [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 10/22/2022

Owner's Initials [Signature] Date 10/22/2022

Purchaser's Initials [Signature] Date 10/22/2022

Purchaser's Initials [Signature] Date 10/22/2022

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: N/A

N/A

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input 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). _____

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  Date 10/22/2022

Owner's Initials  Date _____

Purchaser's Initials  Date 10/22/2022

Purchaser's Initials  Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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:

Is the property located in a designated flood plain?

Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS 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 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |


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  Date 10/22/2022

Purchaser's Initials  Date 10/22/2022

Owner's Initials  Date _____

Purchaser's Initials  Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: *Moni P Rical* dotloop verified
10/22/22 1:13 PM EDT
LTKQ-5KT8-NBOK-RZ6W

OWNER:

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: *Lydia Ratz* dotloop verified
11/07/22 5:14 PM EST
SBNR-TMJW-ZXJV-CLWR

PURCHASER: *Luke Ratz* dotloop verified
11/07/22 5:17 PM EST
HEYN-OKR7-3RWS-HL8K



PROMISSORY NOTE

The undersigned hereby promises to pay to the order of GM Title and Escrow
the sum of two thousand two hundred dollars and zero cents (\$2,200.00), and
further agrees that this Promissory Note is payable on demand as of the date due pursuant to the Offer to Purchase
and Acceptance for the property located at 4469 West 154th Street,
Cleveland, Ohio.

Signature: *Lydia Ratz* dotloop verified
11/07/22 5:14 PM EST
SOFM-CGFN-NLDM-6QBU

Signature: *Luke Ratz* dotloop verified
11/07/22 5:17 PM EST
QSGU-XPSM-WGDK-UHM3

Print Name: Lydia Ratz

Print Name: Luke Ratz

Date: 11/07/2022

Date: 11/07/2022

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: 1.800.648.5006
America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201
Fax: 1.888.479.2652 | aphwoffice@aphw.com | 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(s)

Property Address Number & Street
4469 West 154th Street

City State County Zip
Cleveland, OH Cuyahoga County 44135

Phone Number(s)

Seller(s) E-mail(s)

Buyer(s) Name(s)

Luke Ratz and Lydia Ratz

Phone Number(s)

Buyer(s) E-mail(s)

lukrat658@gmail.com, lydiasolak@gmail.com

Real Estate Office

Keller Williams Greater Metropolitan

Address

City State Zip

Phone Number

Fax Number

Real Estate Agent

Jared Perez

Agent's E-mail

jared.perez@chasegrouprealestate.co

Closing Date

12/07/2022

Listing date

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 FOLLOWING PAGES (7-11).

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

Seller(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) *Luke Ratz* _____ Date _____
Lydia Ratz _____ Date _____

WAIVER

Applicant has reviewed the Real Estate 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 Real Estate Home Warranty Agreement.

Seller(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) _____ Date _____

2 of 12 - KWBP499A

HOUSING TYPE (Please Check One)

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: _____
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction
- Foreclosed/Repossessed Home**

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan - One Year.....\$695
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

Single Family Plans

- One Year: \$100 Deductible\$499
- One Year: \$50 Deductible\$535
- Two Years: \$100 Deductible\$950

Condo/Townhouse Plans

- One Year: \$75 Deductible\$475
- Two Years: \$75 Deductible\$899

New Construction Plan for Buyers

- Three Years: \$75 Deductible\$600
Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- One Year: Duplex (2 warranty agreements)\$950
- One Year: Triplex (3 warranty agreements)\$1,250
- One Year: Fourplex (4 warranty agreements).....\$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade.... \$160 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.
- Additional Refrigerators \$50 x ___ yrs. = \$ _____
- Gas Fireplace \$50 x ___ yrs. = \$ _____
- Inground Pool/Spa \$185 x ___ yrs. = \$ _____
- Premium/
Salt Water Pool/Spa..... \$345 x ___ yrs. = \$ _____
- Sprinkler System \$50 x ___ yrs. = \$ _____
- Termite Control..... \$50 x ___ yrs. = \$ _____
- Water Softener \$85 x ___ yrs. = \$ _____

SELLER'S COVERAGE

- Seller Preferred Upgrade..... \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- \$75 Deductible..... \$199 x ___ yrs. = \$ _____

Plan Cost(s)..... \$ 950.00\$

Option Cost(s)..... \$ 0

Total..... \$ 950.00\$

PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT

**Keller Williams Greater Metropolitan
29225 Chagrin Boulevard, Suite 105 Cleveland, OH 44122**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date: 11/07/2022

Property Address: 4469 West 154th Street, Cleveland, OH 44135

Sellers: Moni Rizal

Buyers/Mortgagors: Luke Ratz and Lydia Ratz

This is to give you notice that **GM Title & Escrow Services** is a joint venture owned by First Source Title Agency, Inc (50.1% ownership), Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan (22% ownership) and many of the agents of Keller Williams Realty Greater Metropolitan (27.9% ownership), which may include your Real Estate Agent. Because of this relationship, this referral may provide a financial or other benefit to Keller Williams Realty Greater Metropolitan and your Real Estate Agent.

Set forth below is the estimated charges or range of charges by **GM Title & Escrow Services** for the following settlement services:

Insurance Coverage Amount	Premium*	Escrow Services
Up to \$150,000	\$5.75 / \$1,000	Closing Fees / \$310 per side
\$150,000 - \$250,000	\$4.50 / \$1,000	
\$250,000 - \$500,000	\$3.50 / \$1,000	
\$500,000 - \$10,000,000	\$2.75 / \$1,000	
\$10,000,000 +	\$2.25 / \$1,000	
Charges to Purchaser		Amount
Owners Title Insurance		½ per schedule above
Title Insurance Binder		\$100
Lender's Coverage		\$100
Charges to Seller		Amount
Owners Title Insurance		½ per schedule above
Title Examination		\$310

*The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

This is to give you notice that Cross Country Mortgage, Inc. and Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan have an arrangement between entities where Cross Country Mortgage provides some financial support (unrelated to sales or revenue) to Murwood Real Estate Group, LLC for special events, marketing, and promotions. No revenue sharing, profit sharing, or commission sharing occurs at this time.

YOU ARE NOT REQUIRED TO USE GM TITLE & ESCROW OR CROSS COUNTRY MORTGAGE, INC. AS A CONDITION FOR THE PURCHASE (OR REFINANCE) OF 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 BEST RATE FOR THOSE SERVICES.

ACKNOWLEDGEMENT

I/we the undersigned acknowledge that I/we have read and received a copy of this disclosure form.

Luke Ratz
Buyers/Mortgagor

Lydia Ratz
Buyers/Mortgagor

Moni P Rizal
Seller

Seller

dotloop verified
11/07/22 5:17 PM EST
FRWK-1F3H-PN5T-OH7

dotloop verified
11/07/22 5:14 PM EST
5BSG-Y9FN-00MF-15YZ

dotloop verified
11/07/22 8:05 PM EST
49BP-IKRF-TDOR-SZKT



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: 4469 West 154th Street, Cleveland, OH 44135

Buyer(s): Luke Ratz and Lydia Ratz

Seller(s): Moni Rizal

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Jared Perez / Mathew Chase, and KWGM
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, 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 principal 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 e

<u>Luke Ratz</u>	dotloop verified 11/07/22 5:17 PM EST WH1G-TDVA4SDPK-873
BUYER/TENANT	DATE
<u>Lydia Ratz</u>	dotloop verified 11/07/22 5:14 PM EST BQOC-8EG-UNF-L32Y
BUYER/TENANT	DATE

<u>Moni P Rizal</u>	dotloop verified 11/07/22 8:05 PM EST XXUK-ADG6-2BSN-8KZM
SELLER/LANDLORD	DATE
_____	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 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





Main: NMLS# 252728
Westlake: NMLS# 278036
Hudson: NMLS# 1126170
MBMB.850035.000

PRE-APPROVAL MORTGAGE LOAN CERTIFICATE

Valid for 90 days

November 7, 2022

Luke A. & Lydia L. Ratz
2752 Pease Dr. Unit 111-N
Rocky River, Ohio 44116

We are pleased to inform you that pursuant to the information you provided us, you have been pre-approved for a mortgage loan:

Loan Type:	Conventional, 30-Year Fixed
Maximum Loan Amount and Interest Rate:	\$186,915 / Tbd%
Sales Price: (up to)	\$219,900
Property Address:	TBD

A commitment for a mortgage loan will be issued to you upon receipt of:

- Fully executed purchase agreement
- Verification of all information submitted
- Acceptable property appraisal
- Satisfaction of any outstanding conditions or stipulations necessary to comply with our or investors' underwriting guidelines

Any material adverse change in your credit information, income, or asset status prior to closing could affect the final approval of your loan. If the above conditions are not met within 90 days, we will assume that you are no longer interested in pursuing a mortgage loan.

If you have any questions or need additional information, please call me at (440) 497-4032. Thank you for choosing Union Capital Mortgage Corporation for your home financing needs.

Sincerely,

Robert J. Antonelli
Mortgage Loan Officer
NMLS #728218
LO.043538.000
26021 Center Ridge Road
Westlake, Ohio 44145

This letter is not a final approval of your application and is not a commitment to lend. Your pre-approval letter is based on current interest rates. The loan amount, interest rate, and any loan conditions are subject to change based on market rates / requirements at the time you choose to make application for a mortgage loan.

Union Capital Mortgage reserves the right to revoke this pre-approval letter at any time if there is a material change in your financial condition or if any information provided is not accurate.



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Luke & Lydia Ratz offers to buy the following
2 described property located at: 4469 W 154th St
3 Cleveland, Ohio (the "Property") Permanent Parcel No. 028-32-088

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

12 **Also included:** Range and oven in both units

14 **NOT included:** _____

16 The parties understand and agree that the foregoing terms relating to fixtures and chattel/personal items supersede any listing
17 and marketing information including in any multiple listing service.

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

23 **PRICE:** BUYER shall pay the sum of \$ 219,900.00 ~~223,000~~ 
24 payable as follows:

25 **Earnest Money** paid to Escrow Agent, as defined below, or Broker
26 (the "Depository") will be deposited in a non-interest bearing
27 trust account and credited against purchase price: \$ 2,200.00

28 Check to be made payable to Escrow Agent or Broker and deposited
29 within four (4) Days from the date of Acceptance, as defined below; or
30 Note to be redeemed and deposited within four (4) days
31 from the date of Acceptance.

32 Cash downpayment to be deposited with Escrow Agent via wire transfer: \$ 15%

33 Mortgage loan to be obtained by BUYER: \$ TBD By Lender



34 CONVENTIONAL FHA VA CASH OTHER _____

35 SELLER shall contribute 6,000\$ towards BUYER closing costs, prepaid items and/or points.

36 NOTE: Ohio law requires deposits to an Escrow Agent in excess of \$10,000 to be conveyed by wire transfer.

37 **FINANCING:** This offer is conditioned upon BUYER making written application for the above mortgage loan within 7
38 days after Acceptance, as defined below, and obtaining a written commitment for that loan on or about
39 12-7-2022. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this Agreement
40 shall be null and void. Upon execution of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
41 to BUYER upon confirmation that the deposit has cleared and without any further liability of the parties or to Broker and its agents.

42 NOTE: In the event of any earnest money dispute, the parties understand and agree that the Depository is required by Ohio law
43 to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties specifying
44 disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the
45 date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
46 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
47 money to BUYER with no further notice to SELLER.

 / 
11/07/22 / 11/07/22
BUYER'S INITIAL/DATE
dotloop verified dotloop verified

 / _____
11/07/22 / _____
SELLER'S INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135

48 **CLOSING:** All funds and documents necessary to complete this transaction shall be placed in escrow with the lending institution
49 or Escrow Agent on or before 12-7-2022 and closing of escrow and disbursement on or about
50 12-7-2022 BUYER and SELLER understand and agree that timing of recording of the deed is at the discretion
51 of the recorder's office in the county in which the Property is located.

52 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5:00 p.m., on
53 12-7-2022 after closing of escrow and disbursement. SELLER shall maintain utilities up to the date of the
54 possession transfer, and BUYER shall transfer utilities as of the date of possession transfer. SELLER shall deliver possession
55 of the Property in "broom clean" condition, free and clear of any debris and personal items.


56 **WALK THROUGH:** BUYER and SELLER agree that BUYER may walk through the Property on or about 3 day(s) prior to
57 title transfer solely to verify it is in the same or similar condition, absent normal wear and tear, that it was at the time of
58 Acceptance. BUYER acknowledges and agrees BUYER may not raise any issues about the Property's condition at walk
59 through if the condition existed when BUYER viewed or inspected it. If the walk through evidences a material adverse change
60 in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the parties shall
61 mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the
62 material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.


63 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
64 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
65 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value
66 of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
67 BUYER agrees to consult with independent legal counsel with questions about how the Property shall be titled under the deed.
68 SELLER shall furnish an Owner's Fee Policy of Title Insurance from GM Title & Escrow, Agent for First Source Title Agency
69 (the "Escrow Agent") _____ or in the amount of the purchase price with
70 cost of the insuring premium split equally between SELLER and BUYER. BUYER is hereby advised to obtain an Owner's Title
71 Insurance Policy ("OTIP"). An OTIP is different from a lender's title insurance policy, which will not protect BUYER from claims
72 and or issues with title to the Property. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do
73 so, BUYER may either a) accept title subject to each defect without reduction in the purchase price; or b) terminate this
74 Agreement, in which case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and
75 BUYER and SELLER agree to sign a mutual release, whereupon Broker shall return the earnest money to BUYER.

76 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
77 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
78 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties
79 are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate
80 may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
81 duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in
82 the process of completion at the time of the Agreement, then the Escrow Agent is instructed to make a good faith estimate of
83 taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from
84 SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is
85 instructed to release the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the
86 land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$500 from
87 SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges
88 or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the Property shall be deemed
89 subject to any agricultural tax recoupment (C.A.U.V.) BUYER SELLER agrees to pay the amount of such recoupment.

90 **CHARGES/ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
91 standard conditions of acceptance that are not inconsistent with this Agreement :

92 **SELLER** shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any
93 mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee
94 Policy of Title Insurance; d) proration due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other
95 none (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which
96 case SELLER shall pay the entire escrow fee). SELLER shall directly pay all utility charges to the date of title transfer or date of
97 possession, whichever is later. Tenant security deposits, if any, shall be credited in escrow to BUYER.


11/07/22
BUYERS INITIAL/DATE
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11/07/22
BUYERS INITIAL/DATE
dotloop verified


11/07/22
SELLERS INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135



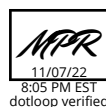
98 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
99 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;
100 and d) a commission of \$599 if BUYER is represented by Keller Williams Realty Greater Metropolitan, and e) other
101

102 LIMITED HOME WARRANTY: BUYER acknowledges the availability of a limited home warranty program, which (CHECK ONE)
103 will will not be provided from Americas Preferred at a cost of \$ 950.00. The cost of the limited home shall
104 be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty
105 requires BUYER to pay a deductible in the event of a claim and does not cover pre-existing defects in the Property. The parties
106 acknowledge that Broker or its agents may receive a fee from the warranty provider.

107 CLOSING DISCLOSURES: The parties are advised to carefully review any estimated and final closing disclosures and to direct
108 any questions about them to the Escrow Agent. SELLER hereby authorizes the Escrow Agent to send a final copy of SELLER'S
109 executed Closing Disclosures to Listing Broker Selling Broker upon title transfer. BUYER hereby authorizes the Escrow
110 Agent to send a final copy of BUYER'S executed Closing Disclosure to Listing Broker Selling Broker upon title transfer.

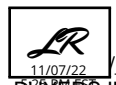
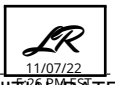
111 INSPECTION: This Agreement shall be contingent upon the following inspection(s) by a professional inspector of BUYER'S
112 choice within the specified number of days from the date of Acceptance, as herein defined. BUYER agrees that BUYER is
113 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from
114 any and all liability regarding the selection or retention of inspector(s). If BUYER elects a general home inspection, BUYER agrees
115 to retain a general home inspector licensed by the State of Ohio. The parties understand and agree that inspections or tests
116 made with respect to a specific condition or component of the Property may be performed by a qualified professional exempt
117 from home inspector licensing requirements under Ohio law.

118 If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent
119 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are
120 latent/not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents
121 do not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is
122 BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER'S
123 inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY,
124 LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER'S OWN INSPECTIONS.

CHOICE	INSPECTION	WAIVED			EXPENSE	
		BUYER	SELLER	SELLER		
Yes No						
<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____ days	5:25 PM EST dotloop verified	5:26 PM EST dotloop verified	8:05 PM EST dotloop verified	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	SEPTIC SYSTEM _____ days (see addendum)				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	WATER POTABILITY _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	WELL FLOW RATE _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	RADON _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	MOLD _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	PEST/WOOD DESTROYING INSECTS _____ days				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input type="checkbox"/>	LEAD-BASED PAINT _____ days (see disclosure for pre-1978 homes)				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER _____ days				<input type="checkbox"/>	<input type="checkbox"/>

136 (Specify) _____



137 PEST/WOOD DESTROYING INSECTS: If selected above, an inspection of all structures on the Property shall be made by a
138 licensed inspection or exterminating agency and such agency's written report shall promptly be delivered to BUYER. If such
139 report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be
140 made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the
141 case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. ALL
142 REPAIR AND TREATMENT COSTS SHALL BE PAID BY BUYER OR SELLER (unless FHA/VA regulations prohibit
143 payment by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the
144 repair and treatment if the cost exceeds \$500.

 
BUYERS INITIAL/DATE


SELLERS INITIAL/DATE

Property Address: 4469 W 154th St, Cleveland, OH 44135



145 **LEAD BASED PAINT:** If selected above, BUYER shall have the right to have a risk assessment or inspection of the Property by
146 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)
147 days after Acceptance. NOTE: BUYER shall review the EPA pamphlet "Protect Your Family from Lead in Your Home" for more
148 information. If existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the
149 right to terminate this Agreement or request that SELLER repair the specific existing deficiencies noted on the written inspection
150 report. In that event, BUYER shall immediately provide SELLER with a copy of the written inspection and/or risk assessment
151 report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to
152 correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
153 deficiencies, SELLER shall provide to BUYER a certificate from a qualified risk assessor or inspector demonstrating that the
154 deficiencies have been remedied before closing. If the SELLER declines to correct the deficiencies, BUYER may elect to
155 terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of inspection at any time
156 without SELLER'S consent.

157 **WAIVER**   (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
158 "YES." BUYER acknowledges and agrees that any failure by BUYER to perform any inspection elected above is a waiver
159 of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

160 Within three (3) days after completion of the last inspection, BUYER shall elect **one** of the following: a) remove the Inspection
161 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to
162 SELLER agreeing to have specific items identified in a written professional inspection report repaired by a qualified contractor in
163 a professional manner at SELLER'S expense; or c) terminate this Agreement if written inspection report(s) identify material latent
164 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

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

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



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



181 BUYER HAS NOT _____ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY
182 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
183 HAZARDS (disclosure form)."

184 This offer is subject to SELLER completing the disclosure form and BUYER'S review and approval of the information contained
185 on the disclosure form within _____ days from receipt.

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

190 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that it is being purchased in its "AS IS" PRESENT
191 PHYSICAL CONDITION, including any latent defects, as well as defects disclosed by SELLER on SELLER'S State of Ohio
192 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise
193 between the date of Acceptance and the date of recording of the deed.

194 BUYER HAS   (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure form completed
195 by SELLER on 10/22/2022 (date) prior to writing this offer.

 
BUYERS INITIAL/DATE
dotloop verified dotloop verified


SELLERS INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135

196 BUYER HAS NOT _____ (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure form.
197 This offer is subject to SELLER completing the form and BUYER'S review and approval of the information contained on the
198 disclosure form within _____ days from receipt.

199 SELLER shall pay all costs for repair of any water or gas line leak found between the street and foundation at the time of transfer
200 or restoration of utilities. SELLER shall comply with all local governmental point of sale laws and/or ordinances. SELLER will
201 promptly provide BUYER with any notices received from government agencies to inspect or correct any current building code or
202 health violations. If applicable, BUYER and SELLER shall have five (5) days after receipt by BUYER of all notices to agree in
203 writing which party will be responsible for correction of any building code or health violation(s). In the event BUYER and SELLER
204 cannot agree in writing, this AGREEMENT may be declared null and void by either party.

205 **REPRESENTATIONS AND DISCLAIMERS:** SELLER warrants that SELLER has completed the Ohio Residential Property
206 Disclosure form with no assistance from any brokerage or agent(s) and otherwise disclosed all known material conditions and
207 defects in the Property, including the land, dwelling and other improvements. The parties hereby release, indemnify and hold the
208 brokerage(s) and agents harmless from any and all claims, actions, injuries or damages relating to this transaction and the
209 Property, including any misrepresentations or omissions of SELLER. BUYER acknowledges and agrees that the brokerage(s)
210 and agents do not verify or investigate SELLER'S representations and disclosures, including those made on the Ohio Residential
211 Property Disclosure form. BUYER agrees that BUYER has not relied on any verbal or written representations of any Broker(s)
212 or agent(s) about the Property, including in the multiple listing service. BUYER understands and agrees that BUYER is solely
213 responsible for investigating the Property to ensure it is acceptable to BUYER, including without limitation its features,
214 characteristics, improvements, fitness, use, value, or condition, MLS information, square footage, zoning, lot dimensions, mold,
215 structure, soils, homeowners' regulations and fees, public and private assessments, utilities, taxes, or special assessments.

216 The parties acknowledge and agree that Keller Williams Realty Greater Metropolitan does not promote, endorse or approve of
217 referral or recommendation by its agents of any independent business in which the agent and/or member of the agent's family
218 has an ownership interest or from which the agent or any member of the agent's family receives any benefit or compensation.

219 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price
220 before closing and disbursement, then BUYER may either accept the insurance proceeds for said damage and complete this
221 transaction or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of
222 the purchase price, then SELLER shall restore the Property to its prior condition.



223 **ELECTRONIC DATA SECURITY:** The parties agree to confirm wire instructions directly with the lender or Escrow Agent using
224 an independently verified telephone number. Keller Williams Realty Greater Metropolitan's agents and employees will never ask
225 any party to wire funds or to supply credit or debit card, routing, or bank account numbers. The parties hereby agree to release
226 the brokers and agents involved in this transaction from any and all liability related to any unlawful electronic data breach.

227 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
228 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal
229 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and
230 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. The
231 terms and conditions of this Agreement to be performed by SELLER shall survive delivery and recording of the Deed. This
232 Agreement may be executed by electronic or digital signature of each of the parties, if each party so elects, and may be delivered
233 by facsimile or electronic means. BUYER and SELLER have carefully read this Agreement and have had the opportunity to
234 consult with independent legal counsel before executing it if they have question of law. This Agreement represents the entire
235 agreement between the parties, and there are no other representations, warranties or understandings between them, except as
236 outlined herein. This is a legally binding agreement.

237 **ADDENDA:** The following Addenda are made part of this Agreement and supersede any conflicting terms of the Agreement:
238 State of Ohio Agency Disclosure Form Ohio Residential Property Disclosure form VA Addendum
239 FHA Addendum Condominium Addendum House Sale Contingency Addendum House Sale Concurrency Addendum
240 Lead Based Paint Disclosure Affiliated Business Arrangement Disclosure(s) Home Warranty Contract
241 Septic Addendum Other _____

242 *Lydia Ratz* dotloop verified 11/07/22 5:25 PM EST LR2-QFE-EQFL-RVEU _____
243 (BUYER) Date (E-MAIL ADDRESS)
244 *Luke Ratz* dotloop verified 11/07/22 5:26 PM EST 3VCK-IQNT-QBJT-W3ZB _____
245 (BUYER) Date (E-MAIL ADDRESS)

246 _____ (ADDRESS AND ZIP CODE) _____ (TELEPHONE)

 
BUYERS INITIAL/DATE
dotloop verified dotloop verified


SELLERS INITIAL/DATE
dotloop verified

Property Address: 4469 W 154th St, Cleveland, OH 44135

247 **DEPOSIT RECEIPT:** Receipt of the earnest money in the form of a check note (CHECK ONE) made payable to Escrow
248 Agent or Broker (CHECK ONE) serving as Depository is hereby acknowledged, subject to terms of the above offer. In the
249 event that the earnest money is payable to the Escrow Agent and exceeds the sum of \$10,000, then the Earnest Money payment
250 shall be made via wire transfer from BUYER to the Escrow Agent, as required by Ohio law.
251

By: Jared Perez Office: Keller Williams Greater Metropolitan Phone: 321-405-4557

252 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S proceeds
253 or deposits a commission of 3% on the first 100k and 2% on the remaining balance. _____ percent (3/2 _____ %)
254 of the purchase price to Keller Williams Realty Greater Metropolitan at 29225 Chagrin Blvd., Cleveland, Ohio 44122 and
255 per listing agreement _____ percent of the purchase price to
256 Realty Trust Services, LLC (cooperating broker, if any, at the following
257 address) 29550 Detroit Road, Suite 102, Westlake, OH 44145
258 Unless otherwise stated, any Earnest Money held by Broker as the Depository shall be applied to commissions due, with the
259 balance to be remitted to the Escrow Agent



Moni P Rizal dotloop verified
11/07/22 8:05 PM EST
H5KS-LL3W-BOK9-IDUY

260 _____
261 (SELLER) Date (E-MAIL ADDRESS)

262 _____
263 (SELLER) Date (E-MAIL ADDRESS)

264 _____
265 (ADDRESS AND ZIP CODE) (TELEPHONE)

Selling Agent Name <u>Jared Perez / Mathew Chase</u>	Listing Agent Name <u>Rakesh Baniya</u>
Selling Agent RE License # <u>2020005820 / 2013002819</u>	Listing Agent RE License # <u>2019007609</u>
Telephone and email <u>jared.perez@chasegrouprealestate.com / 321-405-4557</u>	Telephone and email <u>(440) 570-9815 / rakesh@rtserve.com</u>
Selling Brokerage License # <u>REC: 2002014655</u>	Listing Brokerage License #
Selling Brokerage Telephone <u>216-839-5500</u>	Listing Brokerage Telephone <u>(440) 427-0123</u>
Selling Brokerage Email <u>klrw297@kw.com</u>	Listing Brokerage Email <u>andy@RTServe.com</u>
Brokerage Address <u>29225 Chagrin Blvd. Pepper Pike, Ohio 44122</u>	Listing Brokerage Address <u>29550 Detroit Road, Suite 102 Westlake, OH 44145</u>

 11/07/22
 11/07/22
BUYERS INITIAL/DATE
dotloop verified

 11/07/22
SELLERS INITIAL/DATE
dotloop verified

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

Property Address: 4469 West 154th Street, Cleveland, OH 44135

Lead Warning Statement:

Every buyer 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 of 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.

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 buyer 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.

Buyer's Acknowledgment (initial)

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


(d)  Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

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

(i) 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 (initial)

(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.

	dotloop verified 11/07/22 5:14 PM EST UQDR-NKDI-YY8H-085N
BUYER	DATE
	dotloop verified 11/07/22 5:17 PM EST JF90-YHRV-GKOO-NURD
BUYER	DATE
AGENT	DATE

	dotloop verified 10/22/22 12:30 PM EDT 1ECX-IDMR-WNXH-QBK2
SELLER	DATE
SELLER	DATE
	dotloop verified 10/22/22 12:21 PM EDT MUQN-FTU-ETYM-TTXP
AGENT	DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 10/22/2022

Purchaser's Initials  Date 10/22/2022

Owner's Initials  Date 10/22/2022

Purchaser's Initials  Date 10/22/2022

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: 4469 West 154th Street, Cleveland, OH 44135

Owners Name(s): Moni P Rizal

Date: 10/22/2022

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

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):

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? [] Yes [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 10/22/2022

Owner's Initials [Signature] Date 10/22/2022

Purchaser's Initials [Signature] Date 10/22/2022

Purchaser's Initials [Signature] Date 10/22/2022

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: N/A

N/A

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input 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). _____

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  Date 10/22/2022

Owner's Initials  Date _____

Purchaser's Initials  Date 10/22/2022

Purchaser's Initials  Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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:

Is the property located in a designated flood plain?

Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS 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 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |


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  Date 10/22/2022

Owner's Initials  Date _____

Purchaser's Initials  Date 10/22/2022

Purchaser's Initials  Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: Moni P Rical dotloop verified
10/22/22 1:13 PM EDT
LTKQ-5KT8-NBOK-RZ6W

OWNER:

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: Lydia Ratz dotloop verified
11/07/22 5:14 PM EST
SBNR-TMJW-ZXJV-CLWR

PURCHASER: Luke Ratz dotloop verified
11/07/22 5:17 PM EST
HEYN-OKR7-3RWS-HL8K



PROMISSORY NOTE

The undersigned hereby promises to pay to the order of GM Title and Escrow
the sum of two thousand two hundred dollars and zero cents (\$2,200.00), and
further agrees that this Promissory Note is payable on demand as of the date due pursuant to the Offer to Purchase
and Acceptance for the property located at 4469 West 154th Street,
Cleveland, Ohio.

Signature: *Lydia Ratz* dotloop verified
11/07/22 5:14 PM EST
SOFM-CGFN-NLDM-6QBU Signature: *Luke Ratz* dotloop verified
11/07/22 5:17 PM EST
QSGU-XPSM-WGDK-UHM3

Print Name: Lydia Ratz Print Name: Luke Ratz

Date: 11/07/2022 Date: 11/07/2022

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: 1.800.648.5006
America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201
Fax: 1.888.479.2652 | aphwoffice@aphw.com | 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(s)

Property Address Number & Street
4469 West 154th Street

City State County Zip
Cleveland, OH Cuyahoga County 44135

Phone Number(s)

Seller(s) E-mail(s)

Buyer(s) Name(s)
Luke Ratz and Lydia Ratz

Phone Number(s)

Buyer(s) E-mail(s)
lukrat658@gmail.com, lydiasolak@gmail.com

Real Estate Office
Keller Williams Greater Metropolitan

Address

City State Zip

Phone Number Fax Number

Real Estate Agent Agent's E-mail
Jared Perez jared.perez@chasegrouprealestate.co

Closing Date Listing date
12/07/2022

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 FOLLOWING PAGES (7-11).

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

Seller(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) *Luke Ratz* _____ Date _____
Lydia Ratz _____ Date _____

WAIVER
Applicant has reviewed the Real Estate 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 Real Estate Home Warranty Agreement.

Seller(s) Signature(s) _____ Date _____

Buyer(s) Signature(s) _____ Date _____

2 of 12 - KWBP499A

HOUSING TYPE (Please Check One)

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: _____
- Foreclosed/Repossessed Home**
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan - One Year.....\$695
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

Single Family Plans

- One Year: \$100 Deductible\$499
- One Year: \$50 Deductible\$535
- Two Years: \$100 Deductible\$950

Condo/Townhouse Plans

- One Year: \$75 Deductible\$475
- Two Years: \$75 Deductible\$899

New Construction Plan for Buyers

- Three Years: \$75 Deductible\$600
Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- One Year: Duplex (2 warranty agreements)\$950
- One Year: Triplex (3 warranty agreements)\$1,250
- One Year: Fourplex (4 warranty agreements).....\$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade.... \$160 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.
- Additional Refrigerators \$50 x ___ yrs. = \$ _____
- Gas Fireplace \$50 x ___ yrs. = \$ _____
- Inground Pool/Spa \$185 x ___ yrs. = \$ _____
- Premium/
Salt Water Pool/Spa..... \$345 x ___ yrs. = \$ _____
- Sprinkler System \$50 x ___ yrs. = \$ _____
- Termite Control..... \$50 x ___ yrs. = \$ _____
- Water Softener \$85 x ___ yrs. = \$ _____

SELLER'S COVERAGE

- Seller Preferred Upgrade..... \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- \$75 Deductible..... \$199 x ___ yrs. = \$ _____

Plan Cost(s)..... \$ 950.00\$

Option Cost(s)..... \$ 0

Total..... \$ 950.00\$

PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT

**Keller Williams Greater Metropolitan
29225 Chagrin Boulevard, Suite 105 Cleveland, OH 44122**

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date: 11/07/2022

Property Address: 4469 West 154th Street, Cleveland, OH 44135

Sellers: Moni Rizal

Buyers/Mortgagors: Luke Ratz and Lydia Ratz

This is to give you notice that **GM Title & Escrow Services** is a joint venture owned by First Source Title Agency, Inc (50.1% ownership), Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan (22% ownership) and many of the agents of Keller Williams Realty Greater Metropolitan (27.9% ownership), which may include your Real Estate Agent. Because of this relationship, this referral may provide a financial or other benefit to Keller Williams Realty Greater Metropolitan and your Real Estate Agent.

Set forth below is the estimated charges or range of charges by **GM Title & Escrow Services** for the following settlement services:

Insurance Coverage Amount	Premium*	Escrow Services
Up to \$150,000	\$5.75 / \$1,000	Closing Fees / \$310 per side
\$150,000 - \$250,000	\$4.50 / \$1,000	
\$250,000 - \$500,000	\$3.50 / \$1,000	
\$500,000 - \$10,000,000	\$2.75 / \$1,000	
\$10,000,000 +	\$2.25 / \$1,000	
Charges to Purchaser		Amount
Owners Title Insurance		½ per schedule above
Title Insurance Binder		\$100
Lender's Coverage		\$100
Charges to Seller		Amount
Owners Title Insurance		½ per schedule above
Title Examination		\$310

*The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus fifteen percent (15%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

This is to give you notice that Cross Country Mortgage, Inc. and Murwood Real Estate Group, LLC dba Keller Williams Greater Metropolitan have an arrangement between entities where Cross Country Mortgage provides some financial support (unrelated to sales or revenue) to Murwood Real Estate Group, LLC for special events, marketing, and promotions. No revenue sharing, profit sharing, or commission sharing occurs at this time.

YOU ARE NOT REQUIRED TO USE GM TITLE & ESCROW OR CROSS COUNTRY MORTGAGE, INC. AS A CONDITION FOR THE PURCHASE (OR REFINANCE) OF 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 BEST RATE FOR THOSE SERVICES.

ACKNOWLEDGEMENT

I/we the undersigned acknowledge that I/we have read and received a copy of this disclosure form.

Luke Ratz dotloop verified
11/07/22 5:17 PM EST
FRWK-1FSH-PNST-OH7
Buyers/mortgagor

Lydia Ratz dotloop verified
11/07/22 5:14 PM EST
5BSG-Y9FN-00MF-15Y2
Buyers/mortgagor

Moni P. Rizal dotloop verified
11/07/22 8:05 PM EST
49BP-1KRF-TDOR-SZKT
Seller

Seller



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: 4469 West 154th Street, Cleveland, OH 44135

Buyer(s): Luke Ratz and Lydia Ratz

Seller(s): Moni Rizal

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Jared Perez / Mathew Chase, and KWGM
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, 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 principal 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 e

<u>Luke Ratz</u>	dotloop verified 11/07/22 5:17 PM EST WH1G-12V4-SDPK-8373
BUYER/TENANT	DATE
<u>Lydia Ratz</u>	dotloop verified 11/07/22 5:14 PM EST BQCK-8EG8-UNF-LS2Y
BUYER/TENANT	DATE

<u>Moni P Rizal</u>	dotloop verified 11/07/22 8:05 PM EST XXUK-ADG6-2BSN-8KZM
SELLER/LANDLORD	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 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.**

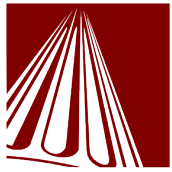
Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this 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





**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services- Our Policy On Agency

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. 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, you will be asked to consent to that 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, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** 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 **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** 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 **Realty Trust Services** 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 **Realty Trust Services** will be representing your interests. When acting as a buyer’s agent, **Realty Trust Services** 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 or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

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. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

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

Moni P Rizal
Name (Please Print)

Name (Please Print)

Moni P Rizal
Signature

dotloop verified
10/22/22 12:30 PM EDT
TL1L-31CB-AUOF-LGEZ

Date

Signature Date

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

Property Address: 4469 West 154th Street, Cleveland, OH 44135

Lead Warning Statement:

Every buyer 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 of 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.

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 buyer 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.

Buyer's Acknowledgment (initial)

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


(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

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

(i) 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 (initial)

(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.

BUYER DATE

BUYER DATE

AGENT DATE

Moni P. Rical dotloop verified 10/22/22 12:30 PM EDT 1ECX-IDMR-WNXH-QBK2
SELLER DATE

SELLER DATE

Rakesh Banija dotloop verified 10/22/22 12:21 PM EDT MUQN-FTU-ETYM-TTXP
AGENT DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials Date 10/22/2022

Purchaser's Initials Date 10/22/2022

Owner's Initials Date 10/22/2022

Purchaser's Initials Date 10/22/2022

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: 4469 West 154th Street, Cleveland, OH 44135

Owners Name(s): Moni P Rizal

Date: 10/22/2022

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

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):

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? [] Yes [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 10/22/2022

Purchaser's Initials [] Date 10/22/2022

Owner's Initials [] Date 10/22/2022

Purchaser's Initials [] Date 10/22/2022

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: N/A

N/A

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input 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). _____

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  Date 10/22/2022

Purchaser's Initials _____ Date 10/22/2022

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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:

Is the property located in a designated flood plain?

Yes No Unknown

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS 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 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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  Date 10/22/2022

Purchaser's Initials _____ Date 10/22/2022

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address 4469 West 154th Street, Cleveland, OH 44135

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: Moni P Rizal dotloop verified
10/22/22 1:13 PM EDT
LTKQ-5KT8-NBOK-RZ6W

OWNER:

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:

PURCHASER:



EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 4469 West 154th Street, Cleveland, OH 44135

In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 10/22/2022 through 01/22/2023 for the sum of \$219900 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 5 % of the total sale price or a minimum fee of 2500, whichever is greater, plus NA. Owner authorizes Broker to offer 2.5 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a *LIMITED HOME WARRANTY PLAN* at a charge of \$NA with deductible Yes No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law*; (2) *Federal Lead-based Paint Disclosure Form*; (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): NA

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

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** NA

8. **MORTGAGE:** (bank/amount) NA

9. **ADDENDA:** No MLS Short Sale
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: Moni P Rizal dotloop verified 10/22/22 12:30 PM EDT HR0L-AZJT-ZP9U-VUJO OWNER SIGNATURE: _____

Print Name: Moni P Rizal Print Name: _____

ADDRESS: _____ PHONE: _____

E-MAIL ADDRESS: munabhatarai841@gmail.com DATE: _____

AGENT: Rakesh Baniya dotloop verified 10/22/22 12:19 PM EDT XSDT-F9ME-60IW-K6VY BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 2162187976 DATE: 10/22/2022