

FHA AMENDATORY CLAUSE AND REAL ESTATE CERTIFICATION

Borrower(s): **Caitlin Marriott**

Loan Number: **22203749**

Property Address: **43 Gould Ave
Bedford, OH 44146**

Lender: **Draper and Kramer Mortgage Corp.**

Loan Originator: **Nick Totarella**

License #: **RM.850126.011**
NMLS #: **2551**

License #: **MLO.057327.001**
NMLS #: **1723224**

FHA AMENDATORY CLAUSE:

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than **\$116,500.00**. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

DocuSigned by:
Caitlin Marriott 12/6/2022

CAITLIN MARRIOTT **DATE**

US ROO PROPERTIES 25 LLC dotloop verified
01/09/23 8:38 PM GMT
U0B9-FWBK-HBGT-K5L1

SELLER **DATE**

SELLER **DATE**



REAL ESTATE CERTIFICATION:

The borrower, seller, and the real estate agent or broker involved in the sales transaction certify, to the best of our knowledge and belief, that (1) the terms and conditions of the sales contract are true and (2) any other agreement entered into by any parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

DocuSigned by:
Caitlin Marriott 12/6/2022
CAITLIN MARRIOTT DATE

US RUI PROPERTIES 25 LLC dotloop verified
01/09/23 8:38 PM GMT
D9BQ-RA3X-JMHM-CWVI
SELLER DATE

SELLER DATE

Rakesh Baniya dotloop verified
01/09/23 2:36 PM EST
TYPZ-U0WB-ODG-Y7RH
REAL ESTATE-BROKER (SELLING AGENT) DATE

Allyson Wesley dotloop verified
01/08/23 4:13 PM EST
NKVN-SWRX-FJIZ-AWZA
REAL ESTATE-BROKER (BUYING AGENT) DATE

WARNING: Section 1010 of title 18, U.S.C. provides: "Whoever for purpose of... influencing such Administration... makes, passes, utters, or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."





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: 43 Gould Ave, Bedford, OH 44146

Buyer(s): Caitlin M Marriott

Seller(s): US Roi Properties

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

CONSENT

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

<u>Caitlin M Marriott</u>	dotloop verified 12/03/22 6:42 PM EST COGV-6U6H-4DH9-K0RG
BUYER/TENANT	DATE

<u>Caitlin M Marriott</u>	dotloop verified 12/03/22 6:42 PM EST FQHR-KZJL-EAGB-JBCW
SELLER/LANDLORD	DATE

<u>Caitlin M Marriott</u>	dotloop verified 12/03/22 6:42 PM EST NBNN-UJM-TS26-VRAE
SELLER/LANDLORD	DATE

<u>US ROI PROPERTIES 25 LLC</u>	dotloop verified 12/04/22 7:26 PM CET MUYD-ZAXQ-VIWO-N0FV
SELLER/LANDLORD	DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

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



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Caitlin M Marriott offers to buy the
 2 **PROPERTY** located at 43 Gould Ave,
 3 City Bedford, Ohio, Zip 44146.
 4 Permanent Parcel No. 811-18-037, and further described as being: Single Family
 5 Residence w 2 detached garage 35&BEDHTS 0131 ALL



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

15 _____
 16 NOT included: _____
 17 _____

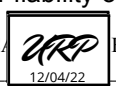
18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
 19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
 20 _____ (date). BUYER shall have the right to terminate this secondary offer at any time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

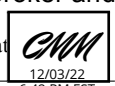
23 **PRICE** BUYER shall pay the sum of \$ 116,500.00
 24 Payable as follows:
 25 Earnest money paid to Title Company will be deposited
 26 in a non-interest bearing trust account and credited
 27 against the purchase price. \$ 1000.00
 28 Check to be deposited immediately upon the
 29 formation of a binding AGREEMENT, as defined
 30 below on lines 231-238.
 31 Note to be redeemed within four (4) days after
 32 formation of a binding AGREEMENT, as defined
 33 below on lines 231-238.
 34 Cash to be deposited in escrow \$ TBD
 35 Mortgage loan to be obtained by BUYER \$ TBD
 36 CONVENTIONAL, FHA, VA, OTHER _____
 37 _____

Sellers to contribute \$5,000
towards closing costs

 
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38 **FINANCING** BUYER shall make a written application for the above mortgage loan within 3-5 days
 39 after acceptance and shall obtain a commitment for that loan on or about 12/8, 2022. If,
 40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
 41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
 42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

 BOB _____
 12/04/22 6:41 PM EST dotloop verified
 SELLER'S INITIALS AND DATE

 _____
 12/03/22 6:41 PM EST dotloop verified
 BUYER'S INITIALS AND DATE

43 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Title Company, the Title Company is required by state law to retain said funds in the Title Company's
45 trust or escrow account until a written release from the parties consenting to its disposition has been
46 obtained or until disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before 1/3, 2023, and title shall be
49 transferred on or about 1/4, 2023.


50 **POSSESSION** SELLER shall deliver possession to BUYER on Time of Transfer (date) at 5:00 (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for N/A (0) days. Additional 0 days at a rate of
53 \$0 per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from First Source Title
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
77 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84 or assessments, public or private, except the following: None

85
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other if property is listed for sale by Platinum Real Estate, an additional commission of \$350 is due and payable to Platinum Real Estate
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,


SELLER'S INITIALS AND DATE
dotloop verified

hoga County Bar Association

BUYER'S INITIALS AND DATE
dotloop verified

96 whichever is later. The escrow agent shall withhold \$ 150.00 from the proceeds due SELLER for
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
101 fees for the deed and any mortgage, and d) other if buyer is represented by Platinum Real Estate, a commission
102 of \$350 is due payable to Platinum Real Estate. BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
104 BUYER which will will not be provided at a cost of \$ N/A charged to SELLER BUYER from
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1,
32: ALTA Settlement Statement or the Closing Disclosure to the Brokers listed on this AGREEMENT.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1,
33: ALTA Settlement Statement or the Closing Disclosure to the Brokers listed on this AGREEMENT.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
116 understands that all real property and improvements may contain defects and conditions that are not readily
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** CMM (initials) BUYER elects to waive each professional inspection to which BUYER has
124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection		Expense	
			BUYER's	SELLER's
127	Yes	No		
128	<input checked="" type="checkbox"/>	<input type="checkbox"/> GENERAL HOME <u>7-10</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input checked="" type="checkbox"/>	<input type="checkbox"/> OTHER <u>14</u> days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

134 Any other inspection as recommended by home inspection Inc but not limited to roof, electric, mold, structural, HVAC and plumbing.

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

Approved by CABOR, LoCAR, LCAR, GeCAR
Revised May 1, 2000 © CABOR 1998
Page 3 of 6

WRP
12/04/22
SELLER'S INITIALS AND DATE
dotloop verified

CMM
12/03/22
BUYER'S INITIALS AND DATE

143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).


154 The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.



157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.



167 Yes No

168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER HAS  (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."


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

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196 transaction.

 
SELLER'S INITIALS AND DATE
dotloop verified

 
BUYER'S INITIALS AND DATE
dotloop verified

197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER HAS  (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on 10/4/2022 (date) prior to writing this offer.

206 BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within _____ days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have seven (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). None

226 **WALK THROUGH** Buyer shall have right to walk through / inspect the property 1-3 days prior to the close date.

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

244 Caitlin M Marriott dotloop verified 12/03/22 6:42 PM EST MRZ5-OHVP-NKRW-KJ1L
 245 (BUYER) (ADDRESS AND ZIP CODE)
 246 _____
 247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00 check note, earnest money, subject to
 249 terms of the above offer. Earnest money is to be held by title company specified on line 60 of this contract.

250 By: _____ Office: First Source Title Phone: _____

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
 252 SELLER's escrow funds a commission of per listing agreement percent (3/2 %)
 253 of the purchase price to Platinum real Estate (Broker)
 254 _____ (Address)
 255 and per listing agreement percent (_____ %) of the
 256 purchase price to _____ (Broker)
 257 _____ (Address)
 258 as the sole procuring agents in this transaction.

259 US RV PROPERTIES 25 LLC dotloop verified 12/04/22 7:26 PM CET TDNK-I7KN-ODF8-SOFQ
 260 (SELLER) (ADDRESS AND ZIP CODE)

261 ragu santhalingam ragu.santhalingam@gmail.com
 262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 _____
 264 (SELLER) (ADDRESS AND ZIP CODE)

265 _____
 266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
 268 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

Multiple Listing Information	
270 <u>Rakesh Baniya</u>	<u>2019007609</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Realty Trust Services, LLC</u>	<u>9165</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Allyson Wesley</u>	<u>2017002995</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Platinum Real Estate</u>	<u>9319</u>
277 (Selling broker name)	(Selling broker office #)

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Platinum Real Estate



We are pleased you have selected Platinum Real Estate Professionals, LLC DBA Platinum Real Estate to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Platinum Real Estate 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 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. 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 who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any 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 you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Working With Platinum Real Estate

Platinum Real Estate 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 Platinum Real Estate 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. However, Platinum Real Estate will still supervise both agents to assure that their clients are being fully represented.

While it is the policy of Platinum Real Estate to allow a buyer and seller in the same transaction to be represented by two agents in our brokerage, it does not permit one agent to represent both parties. Therefore, a listing agent working directly with a buyer will represent only the seller's interests. The agent will still be able to provide the buyer with non-confidential information, prepare and present offers at their direction and assist the buyer in the financing and closing process. However the buyer will represent their own interests. Because the listing agent has a duty of full disclosure to the seller, a buyer in this situation should not share any information with the listing agent that they would not want the seller to know. If a buyer wishes to be represented, another agent in Platinum Real Estate can be appointed to act as their agent or they can seek representation from another brokerage.

Working With Other Brokerages

Platinum Real Estate does offer representation to both buyers and sellers. When Platinum Real Estate lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Platinum Real Estate 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 Platinum Real Estate shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and Platinum Real Estate will be representing your interests.

When acting as a buyer's agent, Platinum Real Estate 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 negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

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

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

Caitlin M Marriott

Name (Please Print)

Name (Please Print)

Caitlin M Marriott

dotloop verified
12/03/22 6:42 PM EST
URLS-OY2V-TRL8-3XU0

Signature Date

Signature Date

F.H.A. ADDENDUM

1 This is an Addendum to the Purchase Agreement dated 12/03/2022, for the
 2 purchase and sale of the Property known as (Street Address) _____
 3 43 Gould Ave (City) Bedford, Ohio,
 4 between Caitlin M Marriott ("BUYER") and
 5 US LLC ("SELLER").

6 It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be
 7 obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of
 8 earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD, FHA
 9 or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration,
 10 or a Direct Endorsement lender setting forth the appraised value of the property not less than
 11 \$_____. The purchaser shall have the privilege and option of proceeding with
 12 consummation of the contract without regard to the amount of the appraised valuation, The appraised
 13 valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban
 14 Development will insure. HUD does not warrant the value nor the condition of the property. The purchaser
 15 should satisfy himself/herself that the price and condition of the property are acceptable.

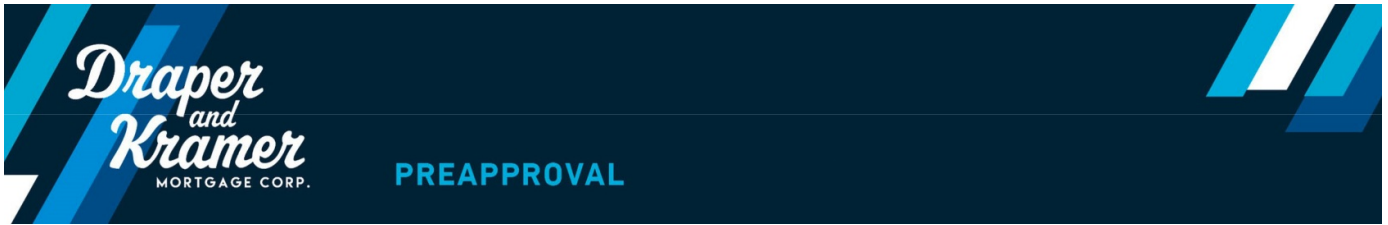
16 FHA regulations require that every application for a Firm Commitment for mortgages insurance be
 17 submitted with a Certification signed by the SELLER, the BUYER, and the Broker involved in the
 18 transaction, that the terms of the contract for purchase are true to the best of their knowledge and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

21 The undersigned hereby certify that in submitting this request for a Firm Commitment for mortgage
 22 insurance, that the terms of the contract for purchase dated _____, are
 23 true to the best of their knowledge and belief, and that any other agreement entered into by any of these
 24 parties in connection with this transaction is attached to the sales contract.

<div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>25 BUYER _____ DATE _____</p>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>26 BUYER _____ DATE _____</p>
<div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>27 SELLER _____ DATE _____</p>	<div style="border: 1px solid black; height: 25px; width: 100%;"></div> <p>28 SELLER _____ DATE _____</p>
<div style="border: 1px solid black; padding: 2px;"> <p>29 <i>US RD PROPERTIES 25 LLC</i> <small>dotloop verified 12/04/22 7:26 PM CET GQBK-P6SJ-KLDF-EPL4</small></p> </div> <p>30 SELLING AGENT _____ DATE _____</p>	<div style="border: 1px solid black; padding: 2px;"> <p>29 <i>Rakesh Baniya</i> <small>dotloop verified 12/04/22 12:38 PM EST SFN2-ABOI-PNCB-IKZR</small></p> </div> <p>30 LISTING AGENT _____ DATE _____</p>
<div style="border: 1px solid black; padding: 2px;"> <p>31 Platinum Real Estate</p> </div> <p>32 COMPANY NAME</p>	<div style="border: 1px solid black; padding: 2px;"> <p>31 Realty Trust Services, LLC</p> </div> <p>32 COMPANY NAME</p>

33 Warning: Section 1010 of Title 18, U.S. C, "Federal Housing Administration transaction," provides "Whoever, for the purpose of -
 34 influencing in any way the action of such Administration - makes, passes, utters, or publishes any Statement, knowing the same to
 35 be false - shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other Federal Statutes provide
 36 severe penalties for any fraud as intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or
 37 insurance or the making of a loan by the Administrator for Veterans Affairs.

38 LENDER REQUIRES ORIGINAL ADDENDUM.



Date: December 3, 2022

Borrower/Buyers Name(s): Caitlin Marriott

Property Address: 43 Gould Ave, Bedford, OH 44146

Sales Price: \$116,500.00

Base Loan Amount: \$113,425.00

Loan Type: FHA

Other: JUMBO

Rate: Prevailing

Loan to Value 96.5%

Contingent on sale of current property? Yes No

THE CURRENT STATE OF THE PRE QUALIFICATION OR APPLICATION STATUS OF THE BORROWERS/BUYERS IS:

Pre-Qualification, WITH credit review: The borrower(s)/buyer(s) have inquired with our firm about financing to purchase a home, and the documentation of income, down payment and credit report have been reviewed by the loan originator listed below. After careful review, it is the opinion of said loan originator that the borrower(s)/buyer(s) should/would qualify for the terms listed above.

Pre-Approval: The borrower(s)/buyer(s) have applied with our firm for a mortgage loan to purchase a home, and the loan application has been approved by an Automated Underwriting System issued or accepted by FNMA, FHLMC, HUD or a nationally recognized purchaser/pooler of mortgage loans.

Approval: The borrower(s)/buyer(s) have applied with our firm for a mortgage loan to purchase a home, the loan application has been reviewed by the actual lender's underwriter and a conditional commitment has been issued. See the attached commitment.

Please note that nothing contained herein constitutes a loan commitment or guarantee of financing and is used for disclosure purposes only. See the actual commitment letter for specific conditions/requirements of the lender. All approvals are subject to satisfactory appraisal and title and no material change to the financial status of the borrower(s)

Loan Originator's Signature: Nick Totarella

Loan Originator Name: Nick Totarella
Loan Originator NMLS ID: 1723224

Office: (440) 589-4497
Mobile: (440) 724-2021
Email: nick.totarella@dkmortgage.com
Local Address: 8223 E. Washington Street, Unit 1
Chagrin Falls, OH 44023

Draper and Kramer Mortgage Corp.
1431 Opus Place, Suite 200, Downers Grove, IL 60515



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

Property Address: 43 Gould Avenue, Bedford, OH 44146

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)  as (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
12/03/22 6:42 PM EST
YCU2-XEW8-DKAD-RGOE
BUYER DATE

 dotloop verified
10/04/22 9:54 AM BST
TSVY-EJM3-KOET-LING
SELLER DATE

BUYER DATE

SELLER DATE

 dotloop verified
12/03/22 6:12 PM EST
HUPP-R0DO-OKP7-XSZM
BUYER DATE

 dotloop verified
10/04/22 2:38 PM EDT
APHK-LYCQ-0ZK1-FWRX
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.

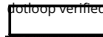
OWNER INSTRUCTIONS

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 10/04/2022

Owner's Initials  Date _____

Purchaser's Initials  Date _____

Purchaser's Initials  Date _____

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: 43 Gould Avenue, Bedford, OH 44146

Owners Name(s): US ROI PROPERTIES 25 LLC

Date:

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:

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

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) Yes No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes No

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? Yes No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No

Owner's Initials Date 10/04/2022

Owner's Initials Date

Purchaser's Initials Date

Purchaser's Initials Date

Property Address 43 Gould Avenue, Bedford, OH 44146

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any **previous or current** fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

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

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



	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials  Date 10/04/2022
Owner's Initials  Date _____

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

Property Address 43 Gould Avenue, Bedford, OH 44146

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: _____

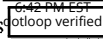
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

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 10/04/2022

Owner's Initials Date _____

Purchaser's Initials  Date _____

Purchaser's Initials  Date _____

Property Address 43 Gould Avenue, Bedford, OH 44146

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: *USRB PROPERTIES 25 LLC* dotloop verified
10/04/22 9:54 AM BST
RKGJ-JY6-65H8-B2RG

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: *Caitlin M Marriott* dotloop verified
12/03/22 6:42 PM EST
3DOT-LLXR-HALS-W2M2

PURCHASER: