# Realty Trust Services BILLINE

# Residential Property Exclusive Right to Sell Agreement

Seller, as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, Realty Trust Services, to offer for sale the Property at the price and terms stated below.

# Property: 549 Purdue Ave. Elyria Ohio 44036

(Street Address) Perm. Parcel or Tax I.D. No. 06-25-002-107017	(Municipality)	(State)	(Zip)	
1. List Price \$\$49,900.00	Change pric	e to \$	after	
	Change price	e to \$	after	
	Change price	e to \$	after	
2. <b>Right to Sell:</b> In consideration of Broker's agreeme				by grant

- Broker the Exclusive Right to sell the Property from  $\frac{8/8}{2021}$  through midnight May 1, 2022. In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms as may be acceptable to Seller, Seller agrees to pay Broker's commission, in the amount of Six on Sex ant  $\frac{6}{7}$ %) of the Purchase Price. In addition, Seller shall pay an additional commission of \$249.00 at closing to Realty Trust Services to cover administrative costs.
- 3. Protection Period: Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser has contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or has been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.
- 4. Authorization to Market: Broker is authorized, at its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and use photos of same for promotional purposes. The property shall be entered into multiple listing services subject to the rules and regulations of that service.
- 5. 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. Section 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 to make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, handicap, 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.
- 6. Seller's Property Description: I understand that the information which I provide to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET (OR MARKED UP PREVIOUS MLS PRINT OUT) AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at the time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items, which may become known to me, prior to recording the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM" to the Purchaser, then the Purchaser may terminate the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

- 7. Title: Title will be conveyed to the Purchaser or nominee by appropriate deed, with release of dower, if any, and Seller shall pay for a title search and the premium for an Owners Policy of the Title Insurance issued in the amount of the purchase price insuring title except for allowable exceptions appearing in the Purchase Agreement. Appurtenant Fixtures: Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items, if any, may legally be "fixtures" and, if so, they must remain with the property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/Broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in such Purchase Agreement. Fixtures Excluded from Sale: \_\_\_\_\_\_
- Home Warranty: I agree\_\_\_to provide X not to provide a limited home warranty program from \_\_\_\_\_\_\_at a charge of \$\_\_\_\_\_ plus options, if any. I understand a broker or agent may be compensated if I offer or pay for a home warranty program on this Property.
- 9. Municipal Required Inspection: I agree to apply for and obtain any inspections and/or certificates required by law and shall place said document(s) in escrow. The responsibility for curing said violations shall be assumed by the \_\_seller \_\_purchaser.
- 10. Fees to Sub Agents and Dual Agents: Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer \_\_\_\_\_\_ compensation to Subagent or Buyer's agents. Owner has received Broker's written disclosure of its company policy on agency relationships. If prospective buyer of the Property is represented by Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Owner and Seller).
- 11. Lead Based Paint Disclosure: Owner has been advised that if the Property contains housing constructed before 1978 Owner is required (a) to provide to the Purchaser a federally approved lead hazard information pamphlet; (b) to disclosing to Broker and the purchaser the presence of any known lead based paint and/or lead based paint hazards on the Property and (c) to provide to Broker and the purchaser any additional information, records or reports in Owner's possession or available to Owner pertaining to lead based paint hazards in the Property. In addition, Owner must provide to Purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead based paint and/or lead based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosure described above. Owner agrees to comply with these requirements and to indemnify, defend and hold Broker harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.
- 12. Additional terms: Price change as needed. Bank Approval needed to close. Seller to receive \$0.00

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I understand that this agreement does not guarantee the sale of my property. I hereby acknowledge receipt of a signed copy of this agreement (If seller is married, both signatures are required).

SELLER: Geraldine Fitzpatrick -Stephanie McCoy PC	DA DATE:
SELLER: Heraldine Filzgeatrick Luphanie McCoy POO.	DATE:08/07/2021
ADDRESS:	PHONE:
AGENT: Christopher Kaylor	DATE: 8/7/2021

OFFICE: REALTY TRUST SERVICES, LLC, 29550 Detroit Road, Suite 102, Westlake, OH 44145 COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 440-427-0123

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

# Realty Trust CONSUMER GUIDE TO Services BILL 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.

#### Geraldine Fitzpatrick -Stephanie McCoy POA

Name (Please Print)		Name	(Please Print)
iraldine Fitzpatrick Stephanie N	08/07/2021		
Signature	Date	Signature	Date

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent perception damage

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.

Property Address: 549 PURDUE AVE ELYRIA, OH 44035

#### Seller's Disclosure

r

- (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 pain	t and/or lead-based	paint hazards ir	the housing.
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(b) Records and reports available to the seller (check (i) or (ii) below):

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

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

#### Purchaser's Acknowledgment

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment

(f)

 $\overrightarrow{\mathsf{CK}}$  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.

Geraldine Fitzpatrick -Stephanie	McCoy POA		08/07/2021
Seller	Date	Seller	Date
Purchaser Christopher Kaylor	Date 8/6/2021	Purchaser	Date
Agent	Date	Agent	Date



**STATE OF OHIO** 

**DEPARTMENT OF COMMERCE** 

### POA has not lived in home in over 15 years. 549 PURDUE AVE ELYRIA, OH 44035

# **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 \_\_\_\_ Date \_\_\_\_

Purchaser's InitialsDatePurchaser's InitialsDate

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### STATE OF OHIO DEPARTMENT **OF COMMERCE**

RESIDENTIAL PROPERTY DISC	CLOSURE FORM
Pursuant to section 5302.30 of the Revised Code and rule <u>1301:5-6-10</u> of the A <b>TO BE COMPLETED BY OWNER (Please Print)</b> Property Address: 549 PURDUE AVE ELYRIA, OH 4403	
Owners Name(s): Geraldine Fitzpatrick -Stephanie McCoy PO	A
Date:08/07/2021, 20 Owner 🗋 is 🕅 is not occupying the property. If owner is occupying the prop If owner is not occupying the pro	perty, since what date: <u>15 years</u> perty, since what date:
THE FOLLOWING STATEMENTS OF THE OWNER ARE BAS	ED ON OWNER'S ACTUAL KNOWLEDGE
<ul> <li>A) WATER SUPPLY: The source of water supply to the property is (check</li> <li>Public Water Service</li> <li>Private Water Service</li> <li>Private Well</li> <li>Shared Well</li> <li>Do you know of any current leaks, backups or other material problems with the No If "Yes", please describe and indicate any repairs completed (but not low)</li> </ul>	Unknown Other e water supply system or quality of the water?
Is the quantity of water sufficient for your household use? (NOTE: water usage	
B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the	Septic Tank Filtration Bed
Do you know of <b>any previous or current</b> leaks, backups or other material pro Yes No If "Yes", please describe and indicate any repairs completed	blems with the sewer system servicing the property? (but not longer than the past 5 years):
Information on the operation and maintenance of the type of sewage system department of health or the board of health of the health district in which C) ROOF: Do you know of any previous or current leaks or other material	the property is located.
If "Yes", please describe and indicate any repairs completed (but not longer that	
<b>D) WATER INTRUSION:</b> Do you know of <b>any previous or current</b> water defects to the property, including but not limited to any area below grade, baser If "Yes", please describe and indicate any repairs completed:	leakage, water accumulation, excess moisture or other ment or crawl space? Yes No
GF-SM POA Owner's Initials Date07/2021 Owner's Initials Date	Purchaser's Initials Date Purchaser's Initials Date

#### 549 PURDUE AVE ELYRIA, OH 44035

#### Property Address

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				8) Water softener			
2)	Plumbing (pipes)				a. Is water softener leased?			Π
3)	Central heating				9) Security System	Ē	Ħ	H
4)	Central Air conditioning				a. Is security system leased?	Ē	Ħ	Π
5)	Sump pump	$\overline{\Box}$	Π	E I	10) Central vacuum	П	H	H
6)	Fireplace/chimney	Ħ	H	Н	11) Built in appliances	H	H	H
7)	Lawn sprinkler	H		Н	12) Other mechanical systems	H	H	H
Ift	the answer to any of the ab	ove questi	ons is "Y	es", please de	scribe and indicate any repairs to the r	nechanical	svstem (b	لسا out not longer
tha	in the past 5 years):						-)(	ar not ionger

# 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?

<ol> <li>Lead-Based Paint</li> <li>Asbestos</li> <li>Urea-Formaldehyde Foam Insulation</li> <li>Radon Gas</li> </ol>	Yes	No	Unknown	
<ul> <li>a. If "Yes", indicate level of gas if known</li> <li>5) Other toxic or hazardous substances</li> <li>If the answer to any of the above questions is "Yesproperty:</li> </ul>	s", please des	cribe and indicate an	y repairs, remediation or	mitigation to the

Owner's Initials	POA Date 08/07/2021	
Owner's Initials	Date	

Purchaser's Initials	Date
Purchaser's Initials	Date

Property Address549 PURDUE AVE ELYRIA, OH 44035
I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No If "Yes", please describe:
Do you know of any oil, gas, or other mineral right leases on the property? Yes No
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:       Yes       No       Unknown         Is the property located in a designated flood plain?       Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?       Ves       Is
<b>K) DRAINAGE/EROSION:</b> Do you know of <b>any previous or current</b> flooding, drainage, settling or grading or erosion problems affecting the property? Yes No If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years):
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No If "Yes", please describe:
Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No If "Yes", please describe:
Do you know of <b>any recent or proposed</b> 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.
M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the
following conditions affecting the property? Yes No Yes No
1) Boundary Agreement       4) Shared Driveway         2) Boundary Dispute       5) Party Walls         3) Recent Boundary Change       6) Encroachments From or on Adjacent Property         If the answer to any of the above questions is "Yes", please describe:
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

GF-SM POA Owner's Initials \_\_\_\_\_ Date 08/07/2021 Owner's Initials \_\_\_\_\_ Date \_\_\_\_

 Purchaser's Initials
 Date

 Purchaser's Initials
 Date

Property Address

# **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:	Geraldine Fitzpatrick -Stephanie McCoy POA	A DATE:		
OWNER:	Genedine Felzpatrick Stephane Michoy 100.	DATE:	08/07/2021	_

# <u>RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS</u>

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 The Department maintains an online map of known abandoned underground mines on their website at Resources. 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:	DATE:	
PURCHASER:	DATE:	

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	RESIDENTIAL LISTING INPUT SHEET Fields are in Red, Bold, and Italicized Text LYRIA, OH 44035 MLS #:
	Itrick -Stephanie McCoy POA
Agt ID: 2011003065 Name: Christop	<u>oher Kaylo</u> rCo ID: Co Name: County: Lorain
	Lorain
Showing Info Showing Instruction	
Call Agent Key in Office Use Showin	ng Showing Service Phone: 3308401073
Call Office Other Lockbox Time Link	Showing Information: Text or email agent for access
Call Seller Show Service	(150 characters max)
Coop Compensation Listing Type	ited Service Buyers Broker Compensation: 3%
Comp Only X Exclusive Right	
Exclusive Agcy Resvd Prospect	when selecting Graduated, variable and/or other as a choice in the other
	mpensation Explanation 3 % of purchase price subject to
	(100 characters max)
☑ Dual	bank approval
General Info Address	
Primary Parcel ID: 0625002107017	MLS Cross Reference:
Street Number: 549 Modifier:	Pre Dir: Street Name: Purdue
Street Type Post Dir: Unit	#: <i>City:</i> _Elyria <i>Zip:</i> _44035_+4
State: OHIO Map Coord:	(Ex. CUY22B3) Subdiv/Complex:
Township:	Area: 33- Elryia City School Dist: Elyria CSD
Internet Listing Show Addr. t	
	No         Yes         No         Yes         No
Status & Listing Information Short Sale Y/N Listing Date: 8/8/2021	Online Bidding Y/N
X Yes □ No Expiration Date: 5/1/2	
List Price: 4990	Online Bidding Website
Auction Y/N Yes No Auction Date:	Auction Start Time: Auction End Time:
□ Yes 🔀 No Auction Date:	
Possession	Ownership Occupant Type
	jent 🗌 Builder 🔄 HUD 🔄 RE Brokerage 🗌 Owner
Image: Negotiable         □ Time of Trans         □         Ba	ank 🗌 Estate 🔄 Principal/NR 🗌 Resident 🔤 Tenant
Ann. Taxes: 1899.20	Available Financing
Assessments Homestead Exemp.	um. Mort  Convention.  FHA Lease Option USDA
X Yes □ No X Yes □ No □ Cas	
Parcel ID #2:	Parcel ID #3:
Parcel ID #4:	Parcel ID #5:
Residential Listing Input Sheet - Page 1	01/19

Features Property Information										
Property Subtype	Dwelling Typ	e Year E	Built:			Year Built	Detail		Stories:	
Condo.	Attached	tbd	Actual VBT IV Not Verifiable 🗌 Under Const							
🕅 Single Fam.			New C	onst. [	_ ] To Be Bu	ıilt 🗌 Ur	nknown	2		
Basement Above Grade Finished SqFt (approx): Source: Appraiser Auditor Owner Realist										
□ Yes										
K No Belo	w Grade Finis	hed SqFt (a	ipprox):		S	ource: ⊟Ap	praiser⊟Au	ditor ⊡Owne	r ⊟Realist	
Fireplace Total:	Public Trans	s. Lot Si	ze in Acres:		Lot Siz	e Source	Lot Dir	mensions:	Irregular	
	🗌 Yes			] 🗆 A	ppraise	er 🗌 Owne	er		🗌 Yes	
0	🔲 No			_   □ A	uditor	🗌 Reali	st		🗌 No	
Garage Total:	Unit Loca	ation	Unit Floor:	Ele	vator	Fixer Up	Warranty	/ Disabilit	y Feature	
0	Center	Other			es	□Yes	🗌 Yes	🗌 Yes		
	End 🗌	Poolside		. □N	0	□No	🗶 No	🗌 No		
Features										
Style (3 choic	es max)	Exterior	Exterior F	eatures	F	R <b>oo</b> f		G <b>arage</b>		
Bi-Level	Modular	XAlumin.	Abv Gro	d Pool	X Asp	h/Fiber	Access fm	Unit Heat	ed	
⊟Bungalow	Multi-Unit	Brick	Barn/St	able	∏Met	al	☐Assigned/F	Rsrvd 🕅 None	÷	
Cape Cod	Other	Cedar	Boat Ho	ouse	□Oth	er	Attached	Othe	r	
Cluster Home	Ranch	Log	Deck		Rub		Carport(s)	Park	ing Garage	
⊠Colonial □	Split Level	Other	Enc Pat	tio/pch	∏Sha		Detached	Park	ing Lot	
Contemp/Mdrn	Townhouse	Stone	In Grd F	Pool	∏Slat	e	Door Oper	ner 🔤 RV/E	Boat Pad	
Conventional	Tudor	Stucco	Other		Tile		Drain	Unit	Garage	
□Half Duplex □	Victorian	⊡Vinyl	Patio		Woo	od Shingle	Electric	Wate	er Available	
High Rise	Milla	Wood	Porch							
⊡Mobile/Manf.			Sprinkle							
			Shed/O	ut Bldg						
Basement		Fences					ces/Equipme			
□Common □Slab		ר Link ⊡Pri	-	Audio S	•		Clnr Ra	J _	Water Soft	
	ished XFull		yl/Plastic			Freezer		•	HotTub	
□Finished □Walk		Pet 🗌 Wo		CO Dete			e Disp			
		•		Counter	•	Humidif		noke Det		
□Partial □Other				Dishwas -	sher			mp Pump		
Partially Finished		al		Dryer		Oven		sher		
	leating Type			eating F			ід Туре		/Sewer	
Baseboard	Gravity				ther	Attic Fan	Win. Unit		No Sewer	
	Heat Pump	Space I			ellets	Central Ai		Well	Pvt. Sewer	
Fireplace -Other	-				ropane		р		YPub Sewer	
	None	Zoned	Gas		olar [	None		Pvt. Water		
	Other		Nor	ne 🗌 vi	/ood [			No Water		
Geothermal	Radiant		Oil			Wall Unit				
,	/ Amenities									
Adult Com 55+	☐Medical Sei ☐Other	rv	<b></b>							
Common Fac					escription					
Exercise room       Park       Addt'l Land       Forestry Credit       Lake Priv/Access       Outdoor Arena         Golf Avail       Playground       Beach Front       Golf Course Frnt       Lake-Stocked       Pond										
Golf Avail	Playground									
Health Club	Pool Shopping M			er Lot [	_Hillside	L	Leased Land		Front	
	ShoppingM			e Sac [		Property	Livestock Pe		g/Creek	
Laundromat	Tennis Cou	115	Dead			Erie Front	Other		r Front	
				/Moor	Lake F	TONL	Oil/Gas Well		d/Treed	

4 1 1 Detailed Room Information	Driveway None ∑Paved Unpaved	Full B	al r	imbe	_Mii _No _Oil _Tir	hts [ [	O rig	ll W/0 coal cas ease		st	We	outh outhE outhV est		East North NorthEa NorthWe	ed n Infor	View Descr anyon/Valley Park ity View Water olf Course Woode ake Erie cooms Room Total Rooms 6
Room Name         Dimensions (no decimals)         "Level         000000000000000000000000000000000000	/2 Baths ∪ppe	# 1/2 <b>B</b>	#	ain	Ма	aths	/2 <b>B</b> a	# 1	er	Low	าร					_
Room Name         Dimensions (no decimals)         *Level         000000000000000000000000000000000000															on	tailed Room Informati
Great Room				oring	loor	F					_					
Great Room	Vinyl	Slate	Parquet	Marble		Linoleum	Laminate	Ceramic	Carpet	Treat	<u>Mindow</u>	Firenlace	*Level			Room Name
Family Room											]					Great Room
Eat In Kitchen       Image: Constraint of the second											]					Living Room
Kitchen       Image: Constraint of the second																Family Room
Dining Room       Image: Common transformed in the sector of											]					Eat In Kitchen
Master Bedroom       Image: Constraint of the sector of the											]					Kitchen
Bedroom       Image: Constraint of the second											]					-
Bedroom       Image: Constraint of the second											]					Master Bedroom
Bedroom       Image: Constraint of the second											]					Bedroom
Addtnl Living Suite       Image: Constraint of the second se											]					Bedroom
Bathroom       Image: Constraint of the second											]					Bedroom
Master Bathroom       Image: Constraint of the second											]					Addtnl Living Suite
Bonus Room       Image: Constraint of the second seco											]					Bathroom
Family/Media Room       Image: Constraint of the second seco											]					Master Bathroom
Foyer       Image: Constraint of the second se											]					Bonus Room
Laundry/Utility											]					Family/Media Room
Library/Study       Image: Constraint of the state of th											]					Foyer
Loft       Image: Constraint of the second sec											]					Laundry/Utility
Loft       Image: Constraint of the second sec											]					Library/Study
Other       Image: Constraint of the constra											]					
Pantry											]					Office
Recreation Room															1	Other
Sun Room         Image: Constraint of the second secon											]					Pantry
											]					
											]					
Workshop         Image: Constraint of the constraint											]					
																Workshop
											][					
											1				<u> </u>	

\*Levels: Lower=L, First=1, Second=2, Third=3, Basement=B

HOA/Remarks HOA Info			
HOA If HOA is YES then all other fields Yes No are required HOA Name	Air Condition Assoc Insur. Electric Exterior Build	Fee Includes Landscaping None Other Prop Mgmt	_Security Sys _Sewer _Snow Rem. _Trash Rem.
Fee Amount       Fee Frequency         Annually       Quarterly         Monthly       Semi-Annually	Garage/Park Gas Heat	Recreation Reserve Fund Security Staff	Water
Maint Fee If Maint Fee is YES then all other		Fee Includes	
Yes No f <i>ields are required</i> Maintenance Provider	Air Condition Assoc Insur. Electric Exterior Build	Landscaping None Other Prop Mgmt	☐Security Sys ☐Sewer ☐Snow Rem. ☐Trash Rem.
Fee Amount       Fee Frequency         Annually       Quarterly         Monthly       Semi-Annually	Garage/Park Gas Heat	Recreation Reserve Fund Security Staff	Water
Restrictions (Req. if         Age Restr.       No Leasing       No Signs       Other         Leasing Allowed       No Pets       None       Outdoor F	HOA or Maint Fee is Parking Re Prking Pet Restric	str. Pets Allowed	Prior App Sale se Sublease allow
Remarks			
Public Remarks (1500 Characters MAX) Check out this Elyria home offering 4 bedrooms	and 1.5 bath. Full	y fenced in rear ya	rd paved driveway.
Sold as-is seller make no repairs. Approval requ	uired depending or	n Purchase price.	
Broker Remarks (1000 Characters MAX) Text or email agent for access. Please lock up	when done. Sold a	is is and need to b	e cash purchase
All offers to be in PDF will all documents complete	eted and proof of f	unds. Closing ma	iy take 30-90 days.
Directions (250 Characters MAX) Off Prospect to Purdue house is on left side of	street.		
	Laskbay Carial		
Lockbox     Yes     No       Sollor's Signature:     O     I	Lockbox Serial #	# (8 digits) Date:	
Seller's Signature: Geraldine Fitzpatrick -Stephar	nie McCoy POA		
Seller's Signature: Herabline Feizyatrick Merphanic Millow POO		Date:	08/07/2021
Agent's Signature: Christopher Kaylor		Date: 8/6/	/2021
Information Deemed	Reliable But Not Gu	uaranteed	