



# AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

 Pursuant to the offer to purchase and acceptance agreement ("Agreement") dated

 May 1, 2022
 for the sale of real property located at

 1510 Leavitt Rd, Lorain, OH 44052-4042
 , Ohio,

the undersigned Seller and Buyer have agreed to the following changes to the Agreement:

- 1. The date for Buyer obtaining a loan commitment meeting the requirements contained in the Agreement shall be changed to \_\_\_\_\_\_.
- The date for the deposit of all documents and funds in escrow to close the transaction shall be changed to \_\_\_\_\_\_.
- 3. The date for transfer of title, which shall constitute the closing of the transaction, shall be changed to \_\_\_\_\_.
- 4. The date for Seller delivering possession and occupancy to Buyer shall be changed to
- 5. Due to a shortfall in the appraised value of this property the buyer and seller agree to a reduced purchase price of \$102,000.

All the other terms, provisions and conditions of the Agreement shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date(s) set forth below.

Jeremy TKovach	dotloop verified 05/25/22 9:53 PM EDT LHFC-KOOJ-H2A6-GTN5	DocuSigned by:	5/25/2022
BUYER Jeremy T Kovach	DATE	SELETER Rick Adkins	DATE
		DocuSigned by:	
		Chatalich	5/25/2022
BUYER	DATE	SEL42ER®Christine A Adkins	DATE
Amendment to Real Estate Purchase Agree	ment		Form # 031



# AMENDMENT TO RESIDENTIAL PURCHASE AGREEMENT AND REMOVAL OF INSPECTION CONTINGENCIES

	ndment to the Resi		•
05/01/2022		the purchase ar	nd sale of the property known as:
(Street Address	s) <u>1510 Leavitt Rd</u>		
(City) Lorain			Ohio, (Zip Code) <u>44052</u>
between Jeremy			(Buy
and <u>Christine A A</u>	lakins		(Selle
The following Seller(s):	changes and/or ac	dditions are her	eby mutually agreed upon by the Buyer(s)
FINANCING:	Buyer(s) loan co	ommitment to be	obtained on or about: (date)
CLOSING	Funds and Doc	uments to be pla	iced in escrow on or before: (date) and title shall be transferred on or
	about		
POSSESSION		eliver possessio	n to Buyer(s) on (date)
	title has transfe		
INSPECTION (	CONTINGENCIES:		
1. General Ho	me Inspection	🗹 Removed	Removed subject to conditions listed belo
2. Septic Syst	em Inspection	Removed 🛛	Removed subject to conditions listed belo
3. Water Pota	bility Inspection	Removed	Removed subject to conditions listed belo
4. Well Flow F	• •		Removed subject to conditions listed belo
5. Radon		Removed	Removed subject to conditions listed belo
6. Pest/Wood	Destroying Insect	Removed	Removed subject to conditions listed belo
	d Paint Inspection	Removed	Removed subject to conditions listed belo
3. Mold		Removed	Removed subject to conditions listed belo
		Removed	
		Removed	Removed subject to conditions listed belo
10			Removed subject to conditions listed belo
CONDITIONS:			
	ERMS AND CONE		E RESIDENTIAL PURCHASE AGREEMENT
			<b></b>
Jeremy TKovac	h	dotloop verified 05/03/22 9:30 PM EDT 0SIG-SXZK-KOAV-AFS8	
BUYER		DATE	SELLER DA
BUYER		DATE	SELLER DA

dotloop signature verification: dtlp.us/mgmG-tlmU-H1L2





# ADDENDUM I

	Jeremy T Kovach	(BUYER)
and	Christine A Adkins, Rick Ad	lkins (SELLER)
for property located at	1510 Leavitt Rd	
	STREET ADDRESS	MUNICIPALITY
Dhio, with offer dated	May 1, 2022	
		itt Rd between buyer Jeremy T Kovach
ind sellers Christine A Ad	kins & Rick Adkins is now a pri	mary positioned offer.
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BUYER: <i>Jeremy TKovach</i> Jeremy T Kovach	dotloop verified 05/03/22 8:25 AM EDT SMPM-PNSF-YWAB-4DDN SELL	ER. The state
	1	Christine A Adkins
Jeremy T Kovach		
Jeremy T Kovach		
	SELLI	

 Amherst, 1711 Cooper Foster Park Road Amberst, OH 44001
 Phone: 4498644844
 Fax:

 Jennifer Hite
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
 www.lwolf.com

#### dotloop signature verification: dtlp.us/n4rB-5dVq-uplp



# **Cross Property Agent Full**

	-					
Residential	MLS:	4366272 Acti rain, OH 4405			List Price: Sold Price:	\$89,900
Area: Twp:	501-Lorai		<u>'</u>		List Date: List Date Rec:	04/21/22 04/21/22
School Dist: Subdiv:	<u>Lorain CSI</u> Lakeview	<u>0 - 4709</u>	Cubbuss	Single Family		<b>V</b> 4/21/22
Parcel ID:	02-02-023	<u>-111-031</u>	Subtype: County: Map:	Lorain	Pending Date: Off Mkt Date: Closing Date:	
Supplement	<u>ts (2)</u>	<u>Virtual Tour-Pr</u>	F	<u>orama</u>	Contingent Dt: Exp. Date:	10/31/22
Directions:	1510 Leav	itt Rd			DOM/CDOM:	3/3
					\$/SqFt:	\$109.50

Recent Change: Association Bylaws: 04/21/2022:NEW

Bedrooms: 2	Baths: 1 Full	: 1 Half: 0 Laundr	ur 1	Room Name	Dim	Lvi	Wnd Trtmt	Fireplace	Flooring
BR Main Floor: 2	Upper: 0			Living Room	15 x 12	First		•	
Rooms: 4	Main: 1	0 1	783	Kitchen	10 x 12	First			Carpet Laminate
Fireplaces: 0	Lower: 0	) 0 0	Homestead: No	Dining Room	10 x 12	First			
Stories: 1			Assessments: No	-					Laminate
ityle: Ranch				Bedroom	13 x 10	First			Carpet
lasement: No / Crav	wi			Bedroom	12 x 11				Carpet
				Laundry Room	7 x 9	First			Laminate
GET Approximate FIN bove Gr: <b>821/Reali</b> Below Gr: <b>0/Realist</b> 'OTAL: <b>821</b>		<u>ce:</u>							
ot Size (acres): 0.1 ot Front/Depth: 40	1 <mark>000 Realist</mark> x110 Irr: No								
leating Type/Fuel:	Forced Air /	/ Gas						· ·	
Cooling Type:	Central Air			House Faces:	East		Disability Feat:		
arage # Cars:	0 None			Exterior:	Vinyl		Elevator:		
riveway:	Paved			Roof:	Asphalt/Fib	erglass	Warranty:	No	
welling Type:	Detached			Year Built:	1920		Fixer Upper:	No	
ence:	Partial			Year Built Detail:	Actual YBT		Public Trans:		
/ater/Sewer:	Public Wate	er, Public Sewer					Avail for Auction	n: No	
lat Resource Rights:							Auction Date:		
	Deck, Shed								
ot Description:	Deck, Shed								
ot Description: /iew Description:	•	owave, Range, Refr	igerator, Washer						
Exterior Features: Lot Description: /iew Description: Appliances/Equip: Community Amenities:	Dryer, Micro		-						
ot Description: /iew Description: Appliances/Equip: Community Amenities: Remarks: <b>Adorat</b>	Dryer, Micro	ated close to Lake t	frie and Lakeview Park.						
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Agent(s)

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: 1510 Leavitt Rd. Lorain, OH 44052

Buyer(s): Todd Kovach Jeremy T Kovach	- <b>J</b>	
Sciler(s): Christine A Adkins	1122 AM EDT dottop verified	

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

The buyer will be represented by Tim Debronsky

and Realty Trust Services

The seller will be represented by Jennifer Hite

and Howard Hanna

#### BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_

represent both the buyer and the seller, check the following relationship that will apply:

Agent(s)	work(s) for the buyer and
Agent(s)	work(s) for the seller. Unless personally
involved in the transaction, the principal broker and managers will be "dual agents,"	which is further explained on the back of this
form. As dual agents they will maintain a neutral position in the transaction and they	will protect all parties' confidential
information.	

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents

AGENT(S)

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

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.

Todd Kowach	dottoop verified 94/23/22 + 53 PM EDT GSH2-#HMY-WHD4-SL94	Clothe G. Gollus	407/2022
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE
		Ra fa	4-27-22
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

Effective 02/10/19

# **DUAL AGENCY**

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

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

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

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

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

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

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

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

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

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: Ohio Department of Commerce Division of Real Estate & Professional Licensing 77 S. High Street, 20<sup>th</sup> Floor Columbus, OH 43215-6133 (614) 466-4100





Page 2 of 2

Effective 02/10/19



Date: April 4, 2022

To: Jeremy Kovach

Certificate of Pre-Approval

Thank you for choosing CHM Lending. Home of the Mortgage Made Easy Team!

We have reviewed your credit, and application.

You are in great shape and have been pre-approved for a conventional loan.

Although your credit has been reviewed and your loan has been pre-approved, this pre-approval is subject to receipt of a satisfactory appraisal, full income verification and employment, and any other documentation or information that may be required.

Meghan L. Owings Mortgage Loan Officer NMLS Lic. # 2004867 Ph. 216-650-6551 mcghan@chmlending.com

CHM Lending Est since 1992 NMLS Lic. #243256 2425 Medina Road Medina, OH 44256 www.chmlending.com

\*\*This preapproval is subject to the receipt of a satisfactory appraisal and based on the information submitted. This <u>does not</u> constitute as a loan approval. However, should the information prove accurate, this is what you will receive. Interest rate subject to change. dotloop signature verification: dtlp.us/WnCN-v3r6-IX5p

	OFFER	SIDENTIAL PURCHASE A		ENT	
1	BUYER: The undersigned Todd Kovach	Jeremy T Kovach		offer	s to buy the
2	<b>PROPERTY:</b> Located at 1510 Leavitt Rd.				,
3	CityLorain		, Ohio,	Zip Code 44052	
4	Permanent Parcel No. 02-02-023-111-031	, and further describ	ed as being	: <u>2 Bed, 1 Bath ran</u> d	h
5					
6 7 8 9 10 11 12 13 14 15	The property, which Buyer accepts in its "A appurtenant rights, privileges and easemer now on the property: all electrical, heating, awnings, screens, storm windows, curtain a control unit, smoke detectors, garage door following selected items shall also remain: refrigerator; ☐ dishwasher; ☑ washer; ☑ dryer; ☑ ☐ gas grill; ☐ fireplace tools; ☐ screen ☑ ceiling fan(s); ☐ wood burner stove in	nts, and all buildings and fixtures plumbing and bathroom fixtures and drapery fixtures; all landsca opener(s) and controls; □ satellite dish; ☑ range and radiator covers; □ window ain , □ glass doors and □ grate	s, including s; all windo ping, dispo all permane d oven; 🗹 r conditione ; 🗹 all exi	such of the follow w and door shade sal, TV antenna, r ently attached carp microwave; Z ki er; Z central air c sting window treat	ving as are s, blinds, rotor and beting. The itchen conditioning;
16	Also included:				
17	Fixtures NOT Included:				
18					
19 20	SECONDARY OFFER: This I is is not a primary contract upon BUYER'S receipt of				
21 22 23 P.A 24 25	BUYER'S receipt of said copy of the release the SELLER'S agent. Upon receipt of the within four (4) days and BUYER and SELL approval, deposit of funds and documents,	release of the primary contract, ER agree to sign an addendum title transfer and possession.	ivering writ BUYER sh , listing the	ten notice to the S all deposit earnes date for loan appl	ELLER or t money
05/01/22 11:32 AM EDT dotloop verified	PRICE: Buyer shall pay the sum of			104,000	UN* 14.4
27	Earnest money payable to American Patriot		\$ 1,000		05/01/22 11:32 AM EDT dotloop verified
28 29	In the form of a ☑ check    other: redeemed immediately upon receipt of a I				
30 31	on lines 238-246) and □ Balance of cash to be deposited in escrow.		.\$TBD		
32	Mortgage loan to be obtained by Buyer				
33 34	Conventional, CFHA, VA, Oth				
35					
36 37 38 39 40 41 42	<b>FINANCING:</b> Buyer shall make a written a documentation to Seller of said application loan no later than 28 days a date of closing due to no fault of either part shall be extended for the period necessary days. At the Seller's written election, if, deather this Agreement shall be null and void. Page 1 of 6 BUYER'S IN TIALS AND DATE	within 7 days after acceptance of this offer. If y, any government regulation o to satisfy these requirements, r spite Buyer's good faith efforts,	and shall of the closing r lender rec not to excee that comm se by Selle	bbtain a commitme date cannot occu quirement, the dat ed fourteen (14) b itment has not bee	ent for that ur by the e of closing usiness en obtained, earnest

# Property Address: 1510 Leavitt Rd. Lorain, OH 44052

money deposit shall be returned to the Buyer without any further liability of either party to the other or to the Brokersand their agents. (see line 205)

45 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow 46 with the lending institution or escrow company on or before <u>05/27/2022\_06/03/2022</u>, and title shall be 47 recorded on or about <u>05/27/2022\_06/03/2022</u>. Ohio law requires that closing tunds over the amount of 48 \$10,000.00 be electronically transferred to the closing/escrow agent. Buyers are advised to consult their lender 49 and closing/escrow agent for wiring requirements to assure that funds are received in a timely manner.

50 POSSESSION: Seller shall deliver possession to Buyer of the property within 0 days by 5 (time), 51 AM Ø PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by 52 the Seller free for days. Additional days at a rate of \$ per day. Insurance coverage 53 and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of 54 Seller and Buyer.

55 TITLE: For each parcel of real estate, Seller shall convey a marketable title to Buyer by general warranty deed 56 and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances 57 whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however 58 created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning 59 ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall 60 furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price, if title to all or part of the 61 parcels to be conveyed is found defective, Seller shall have thirty (30) days after notice to remove title defects. If 62 unable to do so. Buyer may either a) accept Title subject to each defect without any reduction in the purchase price 63 or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to 64 each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer. For the 65 subsurface estate underlying each parcel of real estate, if all or part of the subsurface mineral, oil or gas rights to 66 the underlying parcels already has been transferred by the Seller, then Buyer can either purchase the property "as 67 is" or declare the contract null and void, in which event the earnest money shall be returned to the Buyer. Unless 68 expressly reserved by the Seller, all payments for any mineral, oil or gas rights shall belong to the Buyer 69 effective upon closing. (see line 205)

70 PRORATIONS: General taxes, annual maintenance fees, subdivision charges, rentals, interest on any mortgage 71 assumed by buyer, condominium, HOA or other association periodic charges or assessments and transferable 72 policies if Buyer so elects, special assessments, city and county charges and tenant's rents, collected or 73 uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated 74 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land 75 is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price 76 times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the 77 correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date 78 the title has been recorded. If the property being transferred is new construction and recently completed or in the 79 process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make 80 a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been 81 recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become 82 due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the 83 funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and 84 improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest 85 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller 86 agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or 87 levied, but not vet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is 88 not aware of any proposed taxes or assessments, public or private, except the following:

89 90

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),

92 Buyer Seller agrees to pay the amount of such recoupment.

93 CHARGES/ESCROW INSTRUCTIONS: This agreement shall be used as escrow instructions subject to the 94 Escrow Agent's usual conditions of acceptance.

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BUYER SINITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT Yes MLS – Amended: April 2019



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- 95 Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount
- 96 required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the
- 97 cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's
- 98 commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer
- 99 in which case Seller shall pay the entire escrow fee), and h)
- 100
   Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold

   101
   \$ 200

   from the proceeds due Seller for payment of Seller's final water and
- sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.
- 103 Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow
- 104 fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the 105 deed and any mortgage, d) . If the closing
- 106 date cannot occur by the date of closing due to any government regulation or lender requirement, the date of
- 107 closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14)
- 108 business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and
- 109 instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or
- 110 Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing,
- 111 which Brokers may disburse to other parties to the transaction.
- HOME WARRANTY: Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that such policies have deductibles, may <u>not</u> cover pre-existing defects in the property, and have items excluded from coverage. Broker may receive a fee from the home warranty provider. Buyer ☑ does □ does not elect to secure a
- 115 Limited Home Warranty Plan issued by America's Preferred Home Warranty . The cost of \$ 425
- 116 shall be paid by ☑ Buyer □ Seller through escrow.
- 117 **INSPECTION:** This agreement shall be subject to the following inspection(s) by a qualified inspector of 118 Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes 119 sole responsibility to select and retain a gualified inspector for each requested inspection and releases 120 Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect 121 inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer 122 understands that all real property and improvements may contain defects and conditions that are not readily 123 apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their 124 agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges 125 that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's
- 126 inspectors regarding the condition and systems of the property.

### 127 Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the 128 need for the Inspections listed below.

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

132 133	Choic Yes	e No	Inspec	ctions	Expense BUYER	SELLER
133			GENERAL HOME 5	_days from acceptance of Agreement		
135			SEPTIC SYSTEM	_days from acceptance of Agreement		
136 137			WELL WATER (□ flow, □ potability)	_days from acceptance of Agreement		
138			RADON	_days from acceptance of Agreement		
139			MOLD	_days from acceptance of Agreement		
140 141			PEST/ WOOD DESTROYING INS	_days from acceptance of Agreement SECTS		
142			OTHER	_days from acceptance of Agreement		
	Page 3 o	f 6 BU	YER SINITALS AND DATE R	ESIDENTIAL PURCHASE AGREEMENT Yes MLS – Amended: April 2019	SELLER SINITIALS AND I	DATE

dotloop signature verification: dtlp.us/WnCN-v3r6-iX56

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(list other inspections)<u>Any deemed necessary after initial home inspection</u>
Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

a. Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an *Amendment to the Residential Purchase Agreement* removing the inspection contingency and this agreement will proceed in full force and effect; OR

149 b. Accept the property subject to Seller agreeing to have specific items that were identified in a written 150 inspection report, if requested, repaired by a gualified contractor in a professional manner at Seller's 151 expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide 152 Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential 153 Purchase Agreement removing the inspection contingency and identifying the defects which are to be 154 repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the 155 inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's 156 expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement 157 is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned 158 to the Buyer. (see line 227) The Buyer and Seller can mutually agree in writing to extend the dates for 159 inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide 160 reasonable access to the property for Buyer to review and approve any conditions corrected by Seller. OR 161 Terminate this agreement if written inspection report(s) identify material latent defects not previously 162 disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this 163 agreement based upon newly discovered material latent defects in the property. Buyer agrees to provide a 164 copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual 165 release. The earnest money will be returned to the Buyer without any further liability of either party to the 166 other or to the broker(s) (see line 227).

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

173 CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased

174 in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio *Residential* 175 *Property Disclosure Form* or identified by any inspections requested by either party or any other

175 Property Disclosure Form or identified by any inspections requested by either party or any other 176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional sector of the sector of t

176 forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional 177 disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not

relied upon any representations, warranties, or statements about the property (including but not limited to its

179 condition or use) unless otherwise disclosed on this agreement or on the *Residential Property Disclosure Form*.

180 I Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller

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

184 Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time 185 of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local 186 governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices 187 received from governmental agencies to inspect or correct any current building code or health violations. If 188 applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party 189 will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in 190 writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a 191 mutual release with instruction to the Broker on disbursement of the earnest money. (see line 227)

192 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that the Seller completed the Residential 193 Property Disclosure Form unless otherwise stated above and Seller has not made any representations or 194 warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property

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BUYER'S INITIALS AND DATE

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195 Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any mis-statements 196 or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents 197 have no obligation to verify or investigate the information provided by the Seller on that form. Buyer acknowledges 198 that Brokers and their agents have not made any representations, warranties, or agreements, express or implied 199 regarding the condition or use of the property, including but not limited to any representation that; (a) the basement, 200 crawl space or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, 201 plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional; 202 (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or 203 lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas. 204 urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is 205 not present on the property. Buyer hereby acknowledges that any representation by Seller or the real estate 206 agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and 207 private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list 208 any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this 209 property (if none, write "none")

210

211 DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the

212 purchase price prior to title transfer. Buyer may either a) accept the insurance proceeds for said damage and

213 complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that

214 event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the

215 earnest money on deposit (see line 227). If such damage is less than ten percent of the purchase price, Seller 216 shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

217 ADDENDA: The additional terms and conditions in the attached addenda 🔽 Agency Disclosure Form 218 Zesidential Property Disclosure VA FHA FHA Home Inspection Notice Secondary Offer Condominium

219 □ Short Sale □ House Sale Contingency □ House Sale Concurrency ☑ Lead Based Paint (required if built before 1978)

220 □ Homeowner's Association □ Affiliated Business Arrangement Disclosure Statement □ Walk-Through Addendum

221 Other

222 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting 223

terms in the Purchase Agreement.

224 ADDITIONAL TERMS: Seller and Buyer will use American Patriot Title for escrow, title and closing. Escalation

225 Clause: Buyer offers to pay \$100,000 for the home, but if the seller receives a bona fide offer that is higher, buyer

226 will increase the offer amount \$1,000 above the amount of any other offer with a maximum offer price of \$110,600.

227 EARNEST MONEY: In the event of a dispute between the Seller and Buyer regarding the disbursement of the 228 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust 229 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is 230 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two 231 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided 232 the Broker with such separate signed instructions or written notice that such legal action to resolve the dispute has 233 been filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller. In all 234 events, at closing of the transaction, the broker shall have the right to apply earnest money being held by broker 235 against the real estate commission owed the broker as a result of said closing. If said earnest money 236 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent or 237 if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

238 BINDING AGREEMENT: Upon written acceptance, then either written or verbal notice of such acceptance to the 239 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer 240 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the 241 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be 242 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be 243 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's

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R BUYER SINITALS AND DATE

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247

# Property Address: 1510 Leavitt Rd. Lorain, OH 44052

244 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this

245 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as 246 calendar days.

247	This Agreement is a legally binding contract. If y	ou have any questions of law, consult your attorney.	
248	BUYER Todd Kovach	Address	
249	Print Name Todd Kovach Jeremy T Kovach		
250	BUYER	DatePhone	
251	Print Name	Email toddkov1744@gmail.com	
252 253		l irrevocably instructs escrow agent to pay from Seller's esc percent (2.5 %) of th	
254	purchase price to	(Selling Broker) Realty Trust Services (Off	ice)
255	and \$ Per listing ascrement plus	percent (%) of the	
256		(Listing Broker) Northern Ohio Realty Amhros (Offi	ice)
257	SELLER Clister G. Collins	Address	
258	Print Name Christine A. AdKTAS	ZIP	
259	SELLER Rala	Date 4/27/22 Phone 440 522-	3630
260	Print Name Rick ADKINS	Email	
261	Selling Agent Name, RE License Number, Team	Listing Agent Name, RE License Number, Tea	am
262	Leader Name (if applicable), Telephone, Email:	Leader Name (if applicable), Telephone, Emai	il:
263	Tim Debronsky	Michael A Hignett Jennifer Hite	
264	2012003122	2014000 577	
265	440.281.4747	440. 864. 4844	
266	timdebronsky@gmail.com	jennifer hits @ howard happa. a	Mc
267	timdebronsky@gmail.com	-mahignett@yahoo.com	
268	Selling Brokers Name, BR License Number,	Listing Brokers Name, BR License Number	
269	Telephone and Email:	Telephone and Email:	
270	Realty Trust Services	Howard Hanna	
271	440.427.0123	0000 189163	
272	7721 W. Ridge Rd.	440-282.8002	
273	Elyria, OH 44035		





RESIDENTIAL PURCHASE AGREEMENT Yes MLS - Amended: April 2019

SELLER STNILLAS AND DATE



#### STATE OF OHIO

#### **DEPARTMENT OF COMMERCE**

# **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 4/21	みと
Owner's Initials	Date <u>#-Z/-</u>	22

Purchaser's Initials	04/23/22 4:53 PM EDT	Date
Purchaser's Initials	detloop verified	Date

1510 Leavin Rd

(Page 1 of 5)

Amberst, 1711 Geoper Enster Park Kead Amberst (1)1 44001 Fas Jennifer Nite Produced with Lone Wolf Transactions (zipForm Edition: 717 N Harwood St. Suite 2200 Dallas TX: 75201 <u>www.kwolf.com</u> .

# STATE OF OHIO DEPARTMENT OF COMMERCE

<u>2013</u>

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RESII	DENTIAL PROPERT	Y DISCLOSURE FORM
Pursuant to section 5302.30 of the Re	wised Code and rule <u>1301;5-6-1</u>	0 of the Administrative Code.
TO BE COMPLETED BY OWNE Property Address:		Rd, Lorain, OH 44052-4042
Owners Name(s):	Rick Adki	ns, Christine A Adkins
Date: 4-21-22		
Owner [🗾] is [] is not occupying t		ng the property, since what date: 1998 the property, since what date:
THE FOLLOWING STAT	EMENTS OF THE OWNER A	ARE BASED ON OWNER'S ACTUAL KNOWLEDGE
A) WATER SUPPLY: The source of [X] Public Water Service [_] Private Water Service [_] Private Well [_] Shared Well	[ ] Holding Tank	(check appropriate boxes): [] Unknown [] Other
Do you know of any current leaks, ba No [X] If "Yes", please describe an	ockups or other material problen d indicate any repairs completed	is with the water supply system or quality of the water? [] Yes (but not longer than the past 5 years);
Is the quantity of water sufficient for No	your household use? (NOTE: w	ater usage will vary from household to household) [X] Yes []
<ul> <li>B) SEWER SYSTEM: The nature of [X] Public Sewer</li> <li>[] Leach Field</li> <li>[] Unknown</li> <li>If not a public or private sewer, date</li> </ul>	of the sanitary sewer system serv Private Sewer Aeration Tanl Other of last inspection:	icing the property is (check appropriate boxes): Septic Tank Filtration Bed Inspected By:
Do you know of any <b>previous or cu</b>	rrent leaks, backups or other me	terial problems with the sewer system servicing the property? completed (but not longer than the past 5 years):
Information on the operation and department of health or the board		f sewage system serving the property is available from the in which the property is located.
<b>C) ROOF:</b> Do you know of <b>any pro</b> If "Yes", please describe and indicate		material problems with the roof or rain gutters? [] Yes [X] No longer than the past 5 years):
<b>D) WATER INTRUSION:</b> Do you defects to the property, including but If "Yes", please describe and indicate	not limited to any area below g	rent water leakage, water accumulation, excess moisture or other rade, basement or crawl space? [] Yes [🔀] No
Owner's Initials CA Date 4/2	1122	Purchaser's InitialsDate
Owner's Initials <b>2.1</b> Date <u>4-2</u>		Purchaser's Initials Date

Froduced with Lone Vicit Transactions (24 Form Edition) 717 N Harwood St. Suite 2200 Dallas TX 75201 www.lwoll.com 1510 Leavin Rd

dotloop signature verification: https://www.witel.acture

Property .	Address
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#### 1510 Leavitt Rd, Lorain, OH 44052-4042

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

Have you ever had the property inspected for mold by a qualified inspector? [\_\_\_] Yes [X] 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 [X] 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 [] 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 [X] 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	NA
1) Electrical		$(\mathbf{M})$	$\square$	8) Water softener	$\square$	$\square$	区
<ol><li>Plumbing (pipes)</li></ol>	$\Box$	$[\mathbf{X}]$	$\Box$	a. Is water softener leased?	[_]	$\Box$	$[\mathbf{X}]$
3) Central heating		$\succ$		9) Security System	$\Box$	$\Box$	下 上
4) Central Air conditioning	$\square$	$[\times]$	$\Box$	a. Is security system leased?	[]	[]	$[\mathbf{M}]$
5) Sump pump		(ک	と	10)Central vacuum	[ ]		$\mathbf{X}$
6) Fireplace/chimney		区		11) Built in appliances		[Y	
<ol><li>Lawn sprinkler</li></ol>		<b>[</b> ]%-]	$[\times]$	12) Other mechanical systems		区	
If the answer to any of the above (	question	ns i <del>s "</del> Y	es", please	describe and indicate any repairs to the	mecha	nical sy	stem (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?

definition navaraous materials on the property.						
	Yes	No	Unknown			
1) Lead-Based Paint		[X]				
2) Asbestos		$[\mathbf{X}]$				
3) Urea-Formaldehyde Foam Insulation		[~]				
4) Radon Gas		$[\mathbf{X}]$				
<ul> <li>a. If "Yes", indicate level of gas if known</li> </ul>	·					
<ol><li>Other toxic or hazardous substances</li></ol>	$\Box$	X				
If the answer to any of the above questions i	is "Yes", p	lease desc	cribe and indicate a	any repairs, r	emediation or n	nitigation to the
property:					· • • • • • • • • • • • • • • • • • • •	
Owner's Initials Date 4/21 22			Purchaser's	0472		<u> </u>
Owner's Initials R.A. Date 4-21-22			Purchaser's	s Initials	verified Date	
		(Page 3 of	5)		_	

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Property Address	1510 Leavitt R	d, Lorain, OH 44052-4042				
natural gas wells (plugged or unplugge	) UNDERGROUNDSTORAGE 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 [X] No f"Yes", please describe:					
Do you know of any oil, gas, or other	nineral right leases on the prop	erty? [] Yes [ <b>½</b> ] No				
Purchaser should exercise whatever Information may be obtained from (						
J) FLOOD PLAIN/LAKE ERIE Colls the property located in a designated Is the property or any portion of the pr	flood plain?	Coastal Erosion Area?	Yes No Unknown			
<b>K) DRAINAGE/EROSION:</b> Do you affecting the property? [] Yes If "Yes", please describe and indica problems (but not longer than the past	$[\underline{\mathcal{K}}]$ No te any repairs, modifications of	or alterations to the property	or other attempts to control any			
L) ZONING/CODE VIOLATIONS building or housing codes, zoning ord If "Yes", please describe:	nances affecting the property of	r any nonconforming uses of t	he property? – [] Yes [🔀] No –			
Is the structure on the property design district? (NOTE: such designation may If "Yes", please describe:	limit changes or improvement	s that may be made to the pro-				
Do you know of <b>any recent or propo</b> If "Yes", please describe:						
List any assessments paid in full (date List any current assessments:	amount) monthly fee	Length of payment (years	s months)			
Do you know of any recent or proposincluding but not limited to a Communif "Yes", please describe (amount)	iity Association, SID, CID, LID	), etc. [_] Yes [ <u>X</u> ] No	arges associated with this property.			
<ul> <li>M) BOUNDARY LINES/ENCROAD conditions affecting the property?</li> <li>1) Boundary Agreement</li> <li>2) Boundary Dispute</li> <li>3) Recent Boundary Change If the answer to any of the above quarter to any q</li></ul>	$\begin{array}{c c} Yes & No \\ \hline \  \  \  \  \  \  \  \  \  \  \  \  \$	) Shared Driveway ) Party Walls ) Encroachments From or on	Yes No [] 5c] [] [x] Adjacent Property [] [c]			
N) OTHER KNOWN MATERIAL	<b>DEFECTS:</b> The following are	other known material defects	in or on the property:			
For purposes of this section, material be dangerous to anyone occupying 1 property.	e property or any non-observe	observable physical condition able physical condition that (	existing on the property that could could inhibit a person's use of the			
Owner's Initials $2$ Date $421$ Owner's Initials $2$ Date $4-21$	128	Purchaser's initials	<b><i>R</i></b> Date			
Owner's Initials <b><i>R.4</i></b> Date <u>4-2</u>	-22	Purchaser's Initials	lloop verified Datc			

(Page 4 of 5)

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dotloop signature verification: at a describe a research

Property Address

1510 Leavitt Rd, Lorain, OH 44052-4042

# **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: Rock	DATE: 421/22
Rick Adkins	
OWNER: Chalt & Willis	DATE: 4/21/22

### **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 <u>prior</u> to all three of the following dates: 1) the date ofclosing: 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

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:	Todd Kovach	dotloop verified 04/23/22 4:53 PM EDT NPR9-VZDE-XGIT-IFOI	DATE:
PURCHASER:			DATE:

(Page 5 of 5)

Property Address:



# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND 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 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### SELLER'S DISCLOSURE (Seller(s) initials are required.)

#### **F.A** 1. Presence of lead-based paint and/or lead-based paint hazards (CHECK ONE BELOW)

Setler(s) initials

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



[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

#### Records and reports available to the Seller (CHECK ONE BELOW) 2

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

[ ] Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

#### BUYER'S ACKNOWLEDGMENT (Buyer(s) initials are required.)



Buver(s) initials

Buyer has received copies of all information listed above.

Buyer has (CHECK ONE BELOW) 3.

> [ ] Received a ten (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

> [ ] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

> > $\sim$

AGENT'S ACKNOWLEDGMENT (Agent initials are required): Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Rack	4-21-22	(Vester a halle	» 4/21/22	
CELLED Blok Adking	DATE	SELLER Christine A Adkins	DATE	
Todd Kovach	dotloop verified 04/23/22 4:53 PM EDT P1JL-PEKS-LFNS-91DZ			
BUYER	DATE	BUYER	DATE	
Jan for first	4-21-22	Tim Debronsky	dotloop verified 04/23/22 1:16 PM MDT LNC9-MXJI-OGLQ-V5L6	
LISTING AGENT Jennifer Hite	DATE	SELLING AGENT	DATE	
Lead-Based Paint Disclosure (Sales) ARC 12/19/11			For	m 057
berst 1711 downer Laster Park Road Serburst (111 d	4440 B	Phone 4408644844	Fax Is	516   easiti

Amberst, 1711 Cuoper Fuster Park Road Amberst OII 44001 Jenniter Hite

1516 Leavitt Rd

1 .



# 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: 1510 Leavitt Rd. Lorain, OH 44052

Buyer(s): Todd Kovach

Seller(s): Christine A Adkins

# I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by <u>Tim Debronsky</u>

and Realty Trust Services

The seller will be represented by Jennifer Hite
AGENT(S)

, and Howard Hanna

### 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 work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents

and will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* 

#### Agent(s)

# III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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.

Todd Rovach	dotloop verified 04/23/22 4:53 PM EDT G5HZ-6HMY-WHD4-SL94		
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE
BUYER/TENANT	DATE	SELLER/LANDLORD	DATE

# **DUAL AGENCY**

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

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

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

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

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

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

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

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

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

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: Ohio Department of Commerce Division of Real Estate & Professional Licensing 77 S. High Street, 20<sup>th</sup> Floor Columbus, OH 43215-6133 (614) 466-4100







# 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 4/21/22
Owner's Initials	Date 4-2/-22

Purchaser's Initials	<b>R</b> Data	
r urchaser s mituais	4:53 PM EDT	
	dotloop verified	
Purchaser's Initials	Date	

(Page 1 of 5)

# STATE OF OHIO DEPARTMENT OF COMMERCE

<b>RESIDENTIAL PROPERTY DISCLOSURE FORM</b>	
Pursuant to section 5302.30 of the Revised Code and rule <u>1301:5-6-10</u> of the Administrative Code.	
TO BE COMPLETED BY OWNER (Please Print)	
Property Address: 1510 Leavitt Rd, Lorain, OH 44052-4042	
Owners Name(s): Rick Adkins, Christine A Adkins	
Date: 4-21-22	
Owner [] is [] is not occupying the property. If owner is occupying the property, since what date:	
THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWL	EDGE
A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):         [X] Public Water Service       Holding Tank         [] Private Water Service       Cistern         [] Private Well       Spring         [] Shared Well       Pond         Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water	ter? [ ] Yes
No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household)   No	
B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):          Public Sewer       Private Sewer       Septic Tank         Leach Field       Aeration Tank       Filtration Bed         Unknown       Other       Inspected By:	
Do you know of any <b>previous or current</b> leaks, backups or other material problems with the sewer system servicing the Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):	
Information on the operation and maintenance of the type of sewage system serving the property is availadepartment of health or the board of health of the health district in which the property is located.	ble from the
<b>C) ROOF:</b> Do you know of <b>any previous or current</b> leaks or other material problems with the roof or rain gutters? [	] Yes [X No
D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess modefects to the property, including but not limited to any area below grade, basement or crawl space? [_] Yes No If "Yes", please describe and indicate any repairs completed:	
Owner's Initials CA Date 4/21/22 Date	
Owner's Initials Purchaser's Initials Date 4-21-32 Purchaser's Initials	
(Page 2 of 5)	

#### Property Address

#### 1510 Leavitt Rd, Lorain, OH 44052-4042

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

Have you ever had the property inspected for mold by a qualified inspector? [\_] Yes [X] 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 [X] 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 X 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? 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		$\times$	$\square$	8) Water softener	$\Box$		<b>[</b> <del>/</del> ]	
2)	Plumbing (pipes)		$[\mathbf{X}]$		a. Is water softener leased?		$\Box$	$\left[ \times \right]$	
3)	Central heating		× ]		<ol><li>Security System</li></ol>			$[\prec]$	
4)	Central Air conditioning		$[\times]$		a. Is security system leased?			$\mathbf{\mathbf{x}}$	
5)	Sump pump		×.	$\succ$	10)Central vacuum			$[\times]$	
6)	Fireplace/chimney		[*]		11)Built in appliances	$\square$	$[\times]$		
7)	Lawn sprinkler		¥~-	$[\times]$	12) Other mechanical systems		$[\times]$		
If the	answer to any of the above	question	s is "Y	es", plea	se describe and indicate any repairs to the	mechan	nical sy	stem (but not long	eı
than th	ne 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		[×]				
2) Asbestos		$\left[\times\right]$				
3) Urea-Formaldehyde Foam Insulation		$\prec$				
4) Radon Gas		$\sim$				
a. If "Yes", indicate level of gas if know	/n					
5) Other toxic or hazardous substances		1				
If the answer to any of the above questions property:	s is "Yes", pl	ease des	cribe and indicate	any repairs, re	mediation or n	nitigation to the
Owner's Initials A Date 401 00	-		Purchaser's	s Initials		
Owner's Initials <b>R.A.</b> Date <b>4-21-22</b>	-		Purchaser's	dotloon v		
		(Page 3 of	f 5)			

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 1510 Leavitt Rd

Property Address	1510 Le	eavitt Rd, Lorain, OH 44052-	4042	
I) UNDERGROUNDSTORAGE natural gas wells (plugged or unplu lf "Yes", please describe:	gged), or abandoned water	wells on the property? [] Y	es [ 🗡 ] No	~
Do you know of any oil, gas, or oth	er mineral right leases on th	he property? [_] Yes 🔀 N	0	
Purchaser should exercise whatev Information may be obtained fro				
J) FLOOD PLAIN/LAKE ERIE Is the property located in a designat Is the property or any portion of the	ted flood plain?		Yes	No Unknown
<b>K) DRAINAGE/EROSION:</b> Do yeaffecting the property? [] Y If "Yes", please describe and ind problems (but not longer than the p	es [ 🚣] No icate any repairs, modific	ations or alterations to the p	property or other at	tempts to control any
L) ZONING/CODE VIOLATIO building or housing codes, zoning o If "Yes", please describe:	ordinances affecting the pro	perty or any nonconforming u	ises of the property?	
Is the structure on the property de district? (NOTE: such designation a If "Yes", please describe:	may limit changes or impro	vements that may be made to	the property).	Yes [ 🔀] No
Do you know of <b>any recent or pro</b> If "Yes", please describe:			ct the property?[]	Yes 📉 No
List any assessments paid in full (d List any current assessments: Do you know of any recent or pro including but not limited to a Com	posed rules or regulations	of, or the payment of any fee	s or charges associa	
If "Yes", please describe (amount)				
<ul> <li>M) BOUNDARY LINES/ENCRO conditions affecting the property?</li> <li>1) Boundary Agreement</li> <li>2) Boundary Dispute</li> <li>3) Recent Boundary Change</li> <li>If the answer to any of the above</li> </ul>	Yes No	<ol> <li>4) Shared Driveway</li> <li>5) Party Walls</li> <li>6) Encroachments From</li> </ol>	m or on Adjacent Pr	Yes No       Yes     No       Yes     No       Yes     X       operty     X
N) OTHER KNOWN MATERIA	L DEFECTS: The follow	ing are other known material	defects in or on the	property:
For purposes of this section, mater be dangerous to anyone occupyin property.	g the property or any non-	ny non-observable physical co observable physical condition	ondition existing on on that could inhibit	the property that could t a person's use of the
Owner's Initials 2.4 Date 4	26/22	Purchaser's Ir	nitials <u>04/23/22</u> Date	
Owner's Initials <b><i>R.4</i></b> Date <u>4</u>	21-22	Purchaser's In	dotloop verified Date	

(Page 4 of 5)

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Property Address

1510 Leavitt Rd, Lorain, OH 44052-4042

# **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: Rom	DATE: 4/21/22	
Rick Adkins		_
OWNER: Clots h. addis	DATE: 4/21/00	_
Christine A Adkins		

# **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 <u>prior</u> to all three of the following dates: 1) the date ofclosing; 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.

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 <u>www.dnr.state.oh.us</u>.

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:	Todd Kovach	dotloop verified 04/23/22 4:53 PM EDT NPR9-VZDE-XGIT-IFOI	DATE:
PURCHASER:			DATE:

(Page 5 of 5)

Property Address:



# DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND 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 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### SELLER'S DISCLOSURE (Seller(s) initials are required.)

#### 1. Presence of lead-based paint and/or lead-based paint hazards (CHECK ONE BELOW)

Seller(s) initials

[] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):



[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to the Seller (CHECK ONE BELOW)

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

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

BUYER'S ACKNOWLEDGMENT (Buyer(s) initials are required.)



Buyer(s) initials

Buyer has received copies of all information listed above.

3. Buyer has (CHECK ONE BELOW)

Received a ten (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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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AGENT'S ACKNOWLEDGMENT (Agent initials are required): \_\_\_\_\_\_ Agent has informed the Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

**<u>CERTIFICATION OF ACCURACY</u>**: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

REA	4-21-22	Clester a hollins	42122
CELLED Dick Adking	DATE	SELLER Christine A Adkins	DATE
Todd Kovach	dotloop verified 04/23/22 4:53 PM EDT P1JL-PEKS-LFNS-91DZ		
BUYER	DATE	BUYER	DATE
Aunder Hist	4-21-22	Tim Debronsky	dotloop verified 04/23/22 1:16 PM MDT LNC9-MXJI-OGLQ-V5L6
LISTING AGENT Jennifer Hite	DATE	SELLING AGENT	DATE
Lead-Based Paint Disclosure (Sales) ARC 12/19/11			Form 057
1711 Come Forter Back Band Amberry OII 1100	1	Phone: 4408644844 F	ax 1510 Leavitt Rd

 Amherst, 1711 Cooper Foster Park Road Amherst OII 44001
 Phone: 4408644844
 Fax:

 Jennifer Hite
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX, 75201
 www.lwolf.com

# Realty Trust CONSUMER GUIDE TO Services CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

# **Representing the Sellers**

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

# **Representing Buyers**

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

# **Dual Agency**

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

### Representing Both the Buyer & Seller

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

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

# Working With Realty Trust Services- Our Policy On Agency

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

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

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

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

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

# Working With Other Brokerages

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

# **Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

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

Todd Kovach			
Name	(Please Print)	Name	(Please Print)
Todd Kovach	dotloop verified 04/16/22 1:11 PM EDT 1LIW-ZIVR-TPGC-RKVN		
Signature	Date	Signature	Date