

Realtywise



PURCHASE AGREEMENT

1. **BUYER:** The undersigned _____ Daiana Ruiz Mercado _____ offers to buy the
2. **PROPERTY** located at 822 W Broad St _____,
3. City Elyria _____, Ohio, Zip 44035 _____.
4. Permanent Parcel No. 06-26-066-000-008 _____, and further described as being:
5. A single family dwelling _____ Property includes _____ out buildings.
6. The property, which BUYER accepts in its **"AS-IS" PRESENT PHYSICAL CONDITION**, shall include the
7. land, all the fixtures, including such of the following as are now on the property: all electrical, heating,
8. plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm
9. windows, curtain and drapery fixtures; all window and door shades, blinds, controls, smoke detectors, garage
10. door opener(s), and n/a controls; all permanently attached carpeting. The following items shall also remain:
11. dryer fireplace tools ceiling fan(s) microwave radiator cover screen wood burner stove inserts
12. kitchen refrigerator window air conditioner glass doors gas logs dishwasher central air
13. water softener satellite dish washer gas grill all existing window treatments range and oven
14. Also Included: N/A _____
15. _____
16. *Not included:* N/A _____
17. Other Terms: N/A _____
18. _____
19. _____
20. **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable,
21. will become a primary offer upon BUYER's receipt of a signed copy of the release of the primary
22. offer on or before _____, _____, _____ AM/PM. (date/time).
23. BUYER shall have the right to terminate this secondary offer at any time *prior* to BUYER's
24. receipt of said copy of the release of the primary offer by delivering written notice to the SELLER
25. or the SELLER's agent. **BUYER shall deposit earnest money within three (3) days** of their offer
26. becoming the primary offer. ALL funds over \$10,000 must be sent via Wire Transfer.
27. **PRICE** BUYER shall pay the sum of \$ ~~39,900~~ 41,000 _____
28. *Payable and contingent as follows:*
29. **Earnest money** paid to Broker Title will be deposited in a non-interest \$ 500 _____
30. trust account and credited against the purchase price. (earnest money)
31. **Check** to be deposited immediately upon the formation of a binding
32. AGREEMENT or **Note** to be redeemed within **three (3) days** after formation
33. of a binding AGREEMENT, as defined below on lines 243-249.
34. Additional Funds to be deposited in escrow with lender or title co. \$ ~~39,400~~ 40,500 _____
35. **Mortgage loan** to be obtained by BUYER \$ 0 _____
36. Buyer will will not meet down payment requirement in cash, check.
36. CONVENTIONAL, FHA, VA, CASH OTHER: _____
37. **FINANCING** BUYER shall make written *application* for the above mortgage loan within n/a days after
38. acceptance and shall **obtain a commitment for said loan on or about** n/a _____.
39. If, despite BUYER's good faith efforts, the commitment has not been obtained, then this AGREEMENT shall
40. be *null and void*. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall
41. be returned to BUYER without any further liability of either party to the other or to any Real Estate Broker and
41. their agents. In the event of a dispute between SELLER and BUYER over the return or forfeiture of
42. earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the
43. Broker's trust or escrow account until a written release from the parties consenting to its disposition has been
44. obtained or until disbursement is ordered by a court of competent jurisdiction.

07/16/22 5:39 PM MDT dotloop verified

07/16/22 5:39 PM MDT dotloop verified

BUYER(S) INITIALS

ALL PAGES HEREIN ARE LEGALLY BINDING.

REALTYWISE, INC. PURCHASE AGREEMENT COPYRIGHT 2020

SELLER(S) INITIALS



- 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 August 4, 2022,
- 47. and **title shall be transferred** on or before August 4, 2022 (date).
- 48. **POSSESSION** SELLER shall deliver *possession* to BUYER on DATE OF TRANSFER (date)
- 49. at _____(time) A.M. P.M., provided the title has transferred *in broom swept condition*. The premises
- 50. may be occupied by SELLER /BUYER shall pay SELLER /BUYER for additional() days at a rate
- 51. of \$N/A per day. Occupancy start date: DATE OF TRANSFER, with ending occupancy date N/A
- 52. _____. Payment & collection of fees for occupancy terms are the sole responsibility of SELLER and BUYER.
- 53. **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
- 54. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except: a) any
- 55. mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and
- 56. encroachments as do not materially adversely affect the use of value of the property; c) zoning ordinances, if
- 57. any; and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall
- 58. furnish an Owner's Fee Policy of Title Insurance from ~~a title company agreed upon by~~ INFINITY TITLE
- 59. ~~the parties~~ in the amount of the purchase price with cost of the insuring premium split equally
- 60. between SELLER and BUYER. If the property is torrenized, seller shall furnish an Owner's Duplicate
- 61. Certificate of title, and a United States Court Search and Tax Search. SELLER shall have thirty (30)
- 62. days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject
- 63. to each defect without any reduction in the purchase price, or b) terminate this AGREEMENT, in which case
- 64. neither BUYER, SELLER, nor any Real Estate Agents/Brokers) shall have any further liability to each other,
- 65. and both BUYER and SELLER agrees to sign a mutual release, whereupon the Broker shall return the earnest
- 66. money to BUYER.
- 67. **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments,
- 68. city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and
- 69. assessments shall be prorated based upon the latest available tax duplicate. If the tax duplicate is not yet
- 70. available or the improved land is currently valued as land only, taxes and assessments shall be prorated based
- 71. upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local
- 72. government taxing authority, verify the correct tax value of the property as of the date of title transfer and pay
- 73. the current taxes due to the date of the title transfer. If the property being transferred is new construction and
- 74. recently completed or in the process of completion as the time the AGREEMENT was signed by the parties,
- 75. the escrow agent is instructed to make good faith estimate of the taxes to be owed on the value of the
- 76. improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net
- 77. proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is
- 78. instructed to release the balance of the funds on reserve once they receive notice from the local county auditor
- 79. that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER
- 80. acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and
- 81. assessments that will be owned. SELLER agrees to reimburse BUYER directly outside of escrow for any
- 82. increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any,
- 83. prorated to the date of title transfer. **SELLER is not aware of any proposed taxes or assessments, public or**
- 84. **private, except the following:** N/A
- 85. *In the event property is deemed subject to any agricultural tax recoupment (C.A.U.V.),* BUYER, SELLER
- 86. **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT is used as escrow instructions subject to the
- 87. Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
- 88. estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
- 89. BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance;
- 90. d) prorations due BUYER; e) Broker's commissions; f) one-half of the escrow fee and g) other: N/A
- 91. _____


DS



92.DS (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the


 BUYER(S) INITIALS

ALL PAGES HEREIN ARE LEGALLY BINDING.



 07/16/22
 SELLER(S) INITIALS
 dotloop verified

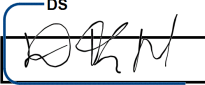


- 93. entire escrow fee). SELLER shall pay all utility charges to the date of title transfer or date of possession
- 94. whichever is later. The escrow agent withhold \$ 300 .00 from the proceeds due SELLER for the
- 95. SELLER's final water and sewer bills. Tenant security deposits, if any shall be credited in escrow to the
- 96. BUYER. BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations):
- 97. a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title
- 98. Insurance; c) all recording fees for the deed and any mortgage.
- 99. BUYER acknowledges the availability of a **LIMITED HOME WARRANTY PROGRAM** with a deductible
- 100. paid by BUYER which will will not be provided at a cost of \$ N/A .00 charged to
- 101. SELLER BUYER from escrow at closing. SELLER and BUYER acknowledge that this LIMITED
- 102. HOME WARRANTY PROGRAM will not cover any pre-existing defects in the property. Broker may receive
- 103. a fee from the home warranty provider.
- 104. The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed
- 105. HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.
- 106. The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
- 107. Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

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

118. CHOICE		INSPECTION	EXPENSE	
YES	NO		BUYER'S	SELLER'S
119.	<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____ days	<input type="checkbox"/>	<input type="checkbox"/>
120.		from formation of AGREEMENT		
121.	<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
122.		from formation of AGREEMENT		
123.	<input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
124.		from formation of AGREEMENT		
125.	<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
126.		from formation of AGREEMENT		
127.	<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
128.		from formation of AGREEMENT		
129.	<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER: _____ days	<input type="checkbox"/>	<input type="checkbox"/>

130. **WAIVER** DS  (initials) BUYER elects to waive each professional inspection to which BUYER has not
 131. indicated "YES". Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
 132. inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS-IS" condition.
 133. After each inspection requested, BUYER shall have (3) days to elect one of the following:
 134. a) Remove the inspection contingency and accept the property in its "AS-IS" **PRESENT PHYSICAL**
 135. **CONDITION**; or b) Accept the property subject to SELLER agreeing to have specific items, that
 136. were either previously disclosed in writing by the SELLER or identified in a written inspection report,
 137. repaired by a qualified contractor in a professional manner at SELLER's expense; or c) Terminate this
 138. AGREEMENT if written inspection report(s) identify material latent defects NOT previously disclosed in writing
 139. by the SELLER and any cooperating real estate Broker. IF the property is accepted in its "AS-IS" **PRESENT**
 140. **PHYSICAL CONDITION**, BUYER agrees to sign an Amendment To Purchase AGREEMENT removing
 141. the inspection contingency, and this AGREEMENT will proceed in full force and effect. If the property is
 142. accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the
 143. inspection report(s) and sign an Amendment To Purchase Agreement removing the inspection contingency
 144. and identifying the defects which are to be repaired. SELLER and BUYER shall have **three(3) days** from

DS

 BUYER(S) INITIALS


ALL PAGES HEREIN ARE LEGALLY BINDING.
 REALTYWISE, INC. PURCHASE AGREEMENT COPYRIGHT 2020


 07/16/22
 SELLER(S) INITIALS
 dotloop verified

Realtywise



- 145. SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if
- 146. any will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER and BUYER
- 147. within those three (3) days, this AGREEMENT is null and void, and SELLER and BUYER agree to sign a
- 148. mutual release. If the BUYER elects to terminate this AGREEMENT based on newly-discovered material latent
- 149. defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER, and both
- 150. parties agree to promptly sign a mutual release. Upon signing of mutual release by SELLER and BUYER, the
- 151. earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
- 152. or the Broker(s). The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for
- 153. inspections, repairs, or to exercise their right to terminate the AGREEMENT. SELLER agrees to provide
- 154. reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER.
- 155. **"AS-IS" CLAUSE AND CONTRACTOR INSPECTION:** BUYER agrees and acknowledges that the
- 156. property is being conveyed "AS-IS" and that SELLER, AGENT AND BROKER have not made any
- 157. representations or warranties, either express or implied, regarding the property, (except for the Ohio
- 158. Residential Property Disclosure Form, *if applicable*) including, **but not limited to**, the condition of roof,
- 159. structure, foundation, basements (structural or water seepage), furnace, air conditioning, well, septic or sewer
- 160. system, electrical, plumbing, wood destroying insects, radon, lead paint, and condition of appliances and
- 161. overall condition of property. **WALK THROUGH REVIEW OF PROPERTY IS** **IS NOT** desired by
- 162. Buyer with the sole purpose to determine the property is in the same condition it was prior at time of
- 163. execution of the Agreement, absent normal wear and tear. If an adverse material change is found the Seller and
- 164. Escrow Agent must be notified in writing. Parties mutually agree in writing to 1) hold escrow from Seller's
- 165. proceeds pending correction of such change; or 2) credit Buyer through escrow at the time of title transfer in
- 166. lieu of correcting adverse change(s). Walk through to be conducted within 3 days before title transfer.
- 167. **YES NO**
 PEST/WOOD DESTROYING INSECTS An inspection of all structures on said premises shall be
- 168. made by a licensed inspection or exterminating agency of BUYER's choice and expense *or* SELLER's
- 169. choice and expense and such agency's written report shall be made available to the BUYER before
- 170. closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects,
- 171. treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of
- 172. guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of
- 173. at least 60 days in the case of wood destroying insects. All repairs and treatment costs shall be paid by the
- 174. Seller. Decline of treatment cost by Seller terminates this AGREEMENT.
- 175. **YES NO**
 LEAD-BASED PAINT BUYER shall have the right to have a risk assessment or inspection of
- 176. the property by a qualified inspector, for the presence of lead-based paint and/or lead-based paint hazards at
- 177. BUYER's expense within seven (7) days after formation of a binding AGREEMENT. In the event existing
- 178. deficiencies or corrections are identified within a written inspection report, BUYER shall have the right to
- 179. terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies. SELLER will
- 180. have the option to either agree to correct the deficiencies or decline to do any repairs. If SELLER elects to
- 181. correct the deficiencies, SELLER agrees to provide BUYER, prior to Title Transfer, with a certificate from a
- 182. qualified inspector demonstrating that the deficiencies are remedied. If the SELLER declines to correct the
- 183. deficiencies, BUYER may elect to terminate the AGREEMENT *or* accept the property in its "AS-IS" condition.
- 184.
- 185. BUYER has received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR
- 186. HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT
- 187. HAZARDS"(disclosure form). DM (Buyer's Initials)
- 188. **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to
- 189. OHIO's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate
- 190. and agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with
- 191. the local sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local
- 192. Sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any Real Estate
- 193. Agent/Broker involved in the transaction.
- 194. **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
- 195. purchased in its "AS-IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER
- 196. on the State of Ohio Residential Property Disclosure Form or identified by any inspections requested by either
- 197. party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the
- 198. date of acceptance and the date of recording of the deed; BUYER has not relied upon any representations,

DS

 BUYER(S) INITIALS

ALL PAGES HEREIN ARE LEGALLY BINDING.

REALTYWISE, INC. PURCHASE AGREEMENT COPYRIGHT 2020


 07/16/22
 SELLER(S) INITIALS
 dotloop Verified



199. warranties or statements about the property (including, but not limited to, its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
200. Buyer to perform own due diligence and make inquiry of all property information, condition and parcel.

202. Buyer has DS (BUYER's initials) received a copy of the Residential Property Disclosure Form.

203. Buyer has not _____ (BUYER's initials) received the Residential Property Disclosure Form.

204. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within three (3) days from receipt. SELLER shall pay all costs for the repair of any gas line leak found between the street and the foundation the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have three (3) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party. Property is an estate, REO or HUD property and is exempt from State Disclosures.

214. **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the Real Estate Agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. *It is understood and acknowledged by the BUYER the Realtywise Real Estate Agent and Broker have not occupied the property nor have any knowledge of the history, mechanics, structure or any known material fact or defect (latent or otherwise) about the property. It is understood by the BUYER the Realtywise Real Estate Agent and Broker do not warrant any information, fixtures, property or parcel in any way and the BUYER is assuming any and all risks of defect and releases Realtywise and it's Real Estate Agent and Broker from any and all liability, cause, action or remedy.*

227. **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition. Any damages occurring after transfer and prior to BUYER possession will be the responsibility of the SELLER while occupied. BUYER has the right to pursue legal action against SELLER for damages and replacement cost.

234. **ADDENDA** The additional terms and conditions in the attached addenda
- 235. Agency Disclosure Form FHA VA
 - 236. Residential Property Disclosure Form Affiliate Disclosure
 - 237. House Sale Contingency Addendum Condo
 - 238. House Sale Concurrency Addendum REO: Bank/HUD/FNMA
 - 239. Lead-Based Paint Disclosure
 - 240. Other: _____

241. are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the Purchase Agreement.

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

DS

BUYER(S) INITIALS


ALL PAGES HEREIN ARE LEGALLY BINDING.
REALTYWISE, INC. PURCHASE AGREEMENT COPYRIGHT 2020

07/16/22
SELLER(S) INITIALS
dotloop Verified



252. EARNEST MONEY

253. In the event of a dispute between Seller and Buyer regarding the earnest money disbursement, the Broker
254. is required by Ohio law to maintain such funds in the Broker's Trust Account until the Broker receives (i) written
255. instructions signed by the parties specifying disbursement; (ii) a court order exists specifying to whom earnest
256. is to be awarded. If within 2 years from the date of earnest money was deposited into Broker's Trust Account
257. the parties have NOT provided the Broker with such signed instruction or written notice of legal action taken to
258. resolve the dispute has been filed, the Broker shall return the earnest money to the Purchaser with no further
259. notice to the Seller. The Broker shall acknowledge receipt of the earnest money shown on line 29 to the escrow
260. agent. The escrow agent shall credit such amount to the Buyer's escrow account. Unless otherwise stated
261. herein, the earnest money shall be retained in the Broker's Trust Account until after title transfer at which time
262. it shall be applied against any compensation due the Broker. Any amount by which the earnest money exceeds
263. the compensation due the Broker shall be remitted to the escrow agent.

DocuSigned by:

028308428ACG1AF
Buyer Signature Above and Print Name Below

Buyer Signature Above and Print Name Below
califra28@gmail.com

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

265. DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$ 500.00 earnest money.


266. Earnest Money is to be held by Realtywise or Title Company Co-Broker.

267. ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from

268. SELLER's escrow fund a commission of \$1,000 or percent (%) of

269. the purchase price to REALTYWISE, INC. located at 4024 Colorado Ave., Sheffield Village, OH 44054 and

270. per listing agreement to: Realty Trust Services as sole brokers in this sale. If the property was *not* listed by Realtywise, the Buyer will be charged a \$350.00 real estate commission. *Buyer has received the Consumer Guide to Agency Relationships and State of Ohio Agency Disclosure Statement.*

271. 
dotloop verified
07/16/22 5:39 PM MDT
HYHN-6MCD-DPAD-TQLG

SELLER (signature and date)

272. SELLER (signature and date)

273. Dave Newman

Seller (print name)

274. Seller (print name)

275. _____

Address

276. _____

277. _____

Telephone

278. _____

License # Cobroker: _____


279. _____

License # Cobroker Agent: _____

280. _____

281. License # Realtywise: 2004004739

282. License # RW Agent: 2019004018

DS

BUYER(S) INITIALS


07/16/22
SELLER(S) INITIALS
dotloop verified

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Realtywise



THE STATE OF OHIO REQUIRES ALL LICENSED REAL ESTATE BROKERS AND AGENTS TO DISCLOSE TO YOU THE TYPES OF AGENCY AVAILABLE TO YOU IN YOUR SELECTION OR NON-SELECTION OF AGENCY REPRESENTATION. **THIS FORM IS A STATE MANDATED FORM AND MUST BE SIGNED AND DATED BY ALL CUSTOMERS AND/OR CLIENTS PRIOR TO ANY AGENT/BROKERAGE PROVIDING ANY TYPE OF SERVICE OR RECEIVING ANY TYPE OF INFORMATION FROM YOU. THE AGENT AND BROKERAGE IS MERELY DISCLOSING THEIR ROLE OR POTENTIAL ROLE IN A REAL ESTATE TRANSACTION OR SERVICE YOU MAY BECOME INVOLVED IN. OHIO LAW REQUIRES WE ASK YOU TO SIGN THIS FORM.**

REALTYWISE, INC. types of Agency include the following:

It is the policy of REALTYWISE, INC. to represent both Sellers/Landlords, to be known as (SL), and Buyers/Tenants, to be known as (BT) herein. Affiliated agents shall represent the SL when they list/rent the property and shall act as BT agents when working with BT.

When representing a Seller/Landlord (SL), REALTYWISE, INC. and its agent owe the Seller/Landlord, the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care in performing our duties, and any other duties contained in our listing agreement. We are required to act solely on behalf of the SL's interest to seek the best price and terms for the seller. Finally, as a SL's agent, we also have a duty to disclose to the SL all material information obtained from the buyer or from any other source. It is the policy of REALTYWISE, INC. to cooperate with all other brokerages on an equal and consistent basis. This means REALTYWISE, INC. and its agents will make its listings available to other brokerages to show, provide information that is not confidential, and present all offers written by other brokerages in a timely and objective manner. Agents can appoint other agents to represent the SL if previously authorized by the SL to represent the SL's best interests. Unless the SL does not authorize it, REALTYWISE, INC. will offer compensation to other brokers. REALTYWISE, INC. has the right to vary other brokerage compensation. REALTYWISE, INC. will offer compensation to BT's Brokers, but not to any form of subagents.

When representing a Buyer/Tenants (BT), REALTYWISE, INC. and its agent owe the BT, the duties of loyalty, obedience, confidentiality, accounting and reasonable skill and care in performing their duties and any other duties contained in an agency agreement. The agent and brokerage are required to act solely on behalf of the BT's interests to seek the best price and terms for the BT. Finally, a BT's agent and brokerage also have a duty to disclose to the buyer all material information obtained from the Seller/Landlord or from any other source. Agent has the right to appoint other agents to represent the BT with prior authorization from the BT. When acting as a BT's agent, REALTYWISE, INC. accepts compensation offered by the listing broker through the MLS.

On in-company transactions where both BT and SL are represented by separate, non-management-level licensees, each party

will be represented by his respective agent and those agents must not share confidential information with each other. The BT must initial the bottom section on the back of the Agency Disclosure Statement they previously signed, consenting to another agent representing the SL. This must be delivered to the listing agent along with the offer. The SL must initial this section before the offer is presented to him. The brokerage and its management-level licensees are **dual agents**. In this situation, the brokerage's role is to do the following:

- Objectively supervise the agents involved so they can each fulfill their duties, as outlined above, to each of their clients.
- Assist the parties in an unbiased manner to negotiate a contract. Assist the parties in an unbiased manner to fulfill the terms of any contract.

As a dual agent, the brokerage cannot:

- Advocate or negotiate on behalf of either the buyer or seller.
- Disclose confidential information to any party or any other employee or agent of the brokerage; use confidential information of one party to benefit the other party to the transaction.

MANAGEMENT-LEVEL POSITIONS

The following positions in the brokerage are considered to be management level: **Managing Broker**. If the management-level licensees represent a party, either Buyer/Tenant or Seller/Landlord, on an in-company transaction, that management-level licensee must act as a dual agent.

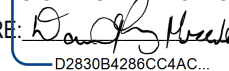
DUAL AGENCY

Agents acting as a dual agent shall disclose to the parties all relevant information necessary for them to make an informed decision about whether to consent to the dual agency. This would include, but not be limited to, the nature of the relationship the agents have with a party to the transaction. This must be done on the Dual Agency Disclosure Statement. If this information later changes, this change must be provided in writing to the parties as soon as possible and they must be given an opportunity to revoke their consent to the dual agency. In the event a party refuses to consent to the dual agency, or seeks to terminate any agency relationship as a result of the proposed dual agency, (broker/manager) shall be notified immediately. If the client's consent cannot be obtained, REALTYWISE and its agents cannot act as dual agents. The (broker/manager) shall attempt to obtain the objecting party's consent to another agent in the REALTYWISE being appointed to represent him. If this cannot be agreed upon, the (broker/manager) shall, depending on the circumstances and wishes of the parties, determine which relationship shall be terminated.

UNLAWFUL DISCRIMINATION

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, 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.

OHIO LAW REQUIRES YOU RECEIVE THIS INFORMATION ALONG WITH YOUR SIGNATURE BELOW SIGNIFYING SUCH:

SIGNATURE:  _____
D2830B4286CC4AC...

SIGNATURE: _____

PRESENTED DATE: 07/16/2022 AGENT: Shirley Montanez



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
12:42 PM EDT
dotloop verified

Purchaser's Initials Date

Owner's Initials Date

Purchaser's Initials Date

STATE OF OHIO DEPARTMENT
OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 822 W. Broad St., Elyria, OH 44035

Owners Name(s): Dave Newman

Date: 07/13/2022

Owner is is not occupying the property. If owner is occupying the property, since what date: _____
If owner is not occupying the property, since what date: Never

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- | | | |
|--|---------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> Public Water Service | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Private Water Service | <input type="checkbox"/> Cistern | <input type="checkbox"/> Other |
| <input type="checkbox"/> Private Well | <input type="checkbox"/> Spring | |
| <input type="checkbox"/> Shared Well | <input type="checkbox"/> Pond | |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? Yes
No 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) Yes No

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

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank |
| <input type="checkbox"/> Leach Field | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown | <input type="checkbox"/> Other | |

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

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
 Yes No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

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

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? Yes No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

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

Owner's Initials  Date _____

Owner's Initials _____ Date _____

Purchaser's Initials  Date 7/16/2022

Purchaser's Initials _____ Date _____

Property Address 822 W. Broad St., Elyria, OH 44035

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

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

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

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

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

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

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


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

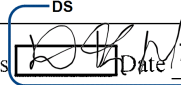
If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). _____

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

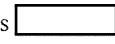
	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>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

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

Owner's Initials  Date _____

Purchaser's Initials  Date 7/16/2022

Owner's Initials _____ Date _____

Purchaser's Initials  Date _____

Property Address 822 W. Broad St., 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:

Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

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

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

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No

If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No

If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No

If "Yes", please describe (amount) _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property?

- | | | | | | |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
| | Yes | No | | Yes | No |
| 1) Boundary Agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

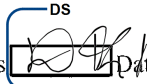
If the answer to any of the above questions is "Yes", please describe: _____

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

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

Owner's Initials  Date _____

Owner's Initials _____ Date _____

Purchaser's Initials  Date 7/16/2022

Purchaser's Initials _____ Date _____

Property Address 822 W. Broad St., Elyria, OH 44035

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: Dave Newman dotloop verified
07/13/22 12:42 PM MDT
GTBF-MT7U-3GNY-YPBX

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER: DocuSigned by: Dan B. Steele

PURCHASER: _____
D2830B4286CC4AC...

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

Property Address: 822 W. Broad St., Elyria, OH 44035

Lead Warning Statement:

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure of lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

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

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

Buyer's Acknowledgment (initial)

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


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

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

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


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


Agent's Acknowledgment (initial)

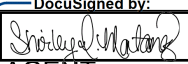
(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.


Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:

BUYER DATE 7/16/2022
D2830B4286CC4AC


SELLER DATE
dotloop verified
07/13/22 1:42 PM MDT
P81-3X5N-JXG6-QOTD

DocuSigned by:

AGENT DATE 7/16/2022
B1C90C985684DD...


AGENT DATE
dotloop verified
07/13/22 1:59 PM EDT
EQCF-RAWF-KLLH-SURP



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: 822 W Broad St, Elyria, OH 44035
Buyer(s): Daiana Ruiz Mercado
Seller(s): Dave Newman

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Shirley Montanez, and Realtywise Inc.
AGENT(S) BROKERAGE
The seller will be represented by Tim Debronsky, and Realty Trust Services.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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

CONSENT

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

Daiana Ruiz Mercado 7/16/2022
BUYER/TENANT DATE
D2830B4286CC4AC...

Dave Newman _____
SELLER/LANDLORD DATE
dotloop verified 07/16/22 5:39 PM MDT X402-0521-791X-K0A2

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, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



DS
KRN

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

(In Compliance with Federal Law)

To: Daiana Ruiz Mercado

From: REALTYWISE INC. and Rebecca Bauer

Property: 822 W Broad St, Elyria, OH 44035


Date: July 16, 2022


This is to give you notice that REALTYWISE INC. and Rebecca Bauer is a member of Infinity Title Investors I, LLC, which has a business relationship with Infinity Title Solutions. Infinity Title Investors I, LLC owns 49.9% of the limited liability company membership interests of Infinity Title Solutions, and REALTYWISE INC. and Rebecca Bauer owns less than ten percent (10%) of the limited liability company membership interests of Infinity Title Investors I, LLC. Because of this relationship, this referral may provide a financial or other benefit to Infinity Title Investors I, LLC and /or REALTYWISE INC. and Rebecca Bauer.

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

Title Insurance Premium:	State Regulated
Endorsement to Loan Policy:	\$30 - \$350
Title Commitment Fee:	\$50 - \$100
Title Exam Fee:	\$125 - \$375
Settlement Fee:	\$100 - \$350
Recording Fee:	\$28 - \$250
Contract Closer Fee:	\$75

I/We have read this disclosure form and understand that REALTYWISE INC. and Rebecca Bauer is referring me/us to purchase the above-described settlement services from Infinity Title Solutions and may receive a financial or other benefit as a result of this referral.

DocuSigned by:

 Purchaser/Borrower 7/16/2022 Date

 Seller Date	dotloop verified 07/16/22 5:39 PM MDT JQWX-VOVT-79RJ-WXCZ
--	---

Purchaser/Borrower Date

Seller Date

For Your Protection: Get a Home Inspection

Name of Buyer (s) Daiana Ruiz Mercado
Property Address 822 W Broad St,
Elyria, OH 44035

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

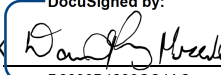
Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

I/We choose to have a home inspection performed.

I/We choose not to have a home inspection performed.

DocuSigned by:

D2830B4286CC4AC...
Signature & Date

7/16/2022

X

Signature & Date



Proof of Funds

July 16, 2022

First Federal Savings of Lorain
3721 Oberlin Ave
Lorain, OH 44053-2795

Re: Daiana Ruiz Mercado

To Whom it May Concern:

Ms. Daiana Ruiz Mercado has funds on deposit at First Federal Savings of Lorain available in the amount of \$45,000.00. There are no stops or holds, and the funds are available for immediate disbursement by our customer.

Should you have any questions feel free to contact me at 440-282-6188. Our office hours are Monday-Friday 9:00am to 5:00pm and Saturdays 9:00am to 1:00pm.

Sincerely,

A handwritten signature in black ink that reads "A.K. Klingshirn".

Amber Klingshirn
Assistant Branch Manager
Main Office



3721 Oberlin Avenue
Lorain, Ohio 44053-2795
440-282-6188
Fax: 440-282-8395

2233 East 42nd Street
Lorain, Ohio 44055-3598
Fax: 440-277-5717
440-277-5809

Lorain Offices

1180 Park Avenue
Amherst, Ohio 44001-2439
440-984-4009
Fax: 440-984-4080

36690 Detroit Road
Avon, Ohio 44011-1507
440-934-3340
Fax: 440-934-3336

Member
FDIC

Erie Islands Division Offices

207 W. Washington Row
Sandusky, Ohio 44870-2620
419-626-5576
Fax: 419-626-5139

427 Main Street
Huron, Ohio 44839-1652
419-433-2437
Fax: 419-433-6328

1840 East Perry Street
Port Clinton, Ohio 43452-1458
419-734-5568
Fax: 419-734-6335