
SELLER

July 31, 2022

1664-1666

Lauderdale Ave,

Lakewood, OH 44107

Hello,

I Love your listing, based on the pictures and details presented in the description. I agree with your desire to only do showings once the property is under contract, to offer the least disturbance to your current tenants. I plan to do some light rehab/improvement including a garage out back. I'm excited to get your home under contract so I can see the home in person. I will like to offer you \$15,000 over asking price! Because I desire to keep a good amount of my assets liquid to use for the projects mentioned above. So I'm offering more to sweeten the deals and provide reassurance. And I understand FHA isn't the most ideal choice for most sellers. Hopefully this attached offer sounds reasonable to you! Either way, I would love to hear your thoughts.

I Look forward to working with you!



Sincerely,

Shawn Jones

Cell (1) 216-307-4239 Cell (2) 216-209-2362 Agent Cell 216-503-1730



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

This is a legally binding agreement. Consult with your independent legal counsel if you have questions of law.

1 Shawn Jones ("BUYER") offers to buy 1664-1666 Lauderdale Ave, Lakewood, OH 44107-3610 S,
 2 lakewood, Ohio, (the "Property"). Permanent Parcel No. _____

3 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant
 4 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all
 5 electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain
 6 and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and any/all controls; all permanently
 7 attached carpeting. The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
 8 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas grill; fireplace
 9 tools; screen; glass doors; fireplace grates; curtains and draperies; ceiling fan(s); wood burner stove inserts; gas
 10 logs; smart/wireless doorbell system; smart or electronic devices for HVAC systems; sump pumps and/or sump pump
 11 battery back-up; television mounting hardware; water softener; security system; propane tank owned leased

Buyer to assume POS violations

12 **Also included:** Seller to pay \$4,425 towards buyers closing costs.

14 **NOT included:**

JC

08/09/2022

16 **PRICE:** BUYER shall pay the sum of \$ 295,000
 17 payable as follows:

18 **Earnest Money** will be deposited
 19 in a non-interest-bearing trust account with the
 20 Escrow Agent, as defined herein, within 4 days from the date of
 21 Acceptance, as defined below, and credited against purchase price:

22 Wire transfer or Automated Clearinghouse Transfer (ACH)
 23 payment to Escrow Agent \$ 1,000

24 Check payable to Escrow Agent

25 Cash down payment to be deposited in escrow: \$3.5%

26 The parties hereby direct the Escrow Agent to notify the parties'
 27 and their agents in writing upon receipt of any escrow funds.

28 Mortgage loan to be obtained by BUYER: \$ Remainder

29 CONVENTIONAL, FHA, VA, CASH, OTHER _____

30 SELLER shall pay \$4,425 towards BUYER'S closing costs, pre-paid items and/or points through escrow at title transfer

31 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within
 32 5 days after Acceptance, as herein defined, and obtaining a written commitment for that loan on or about
 33 _____. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this
 34 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the Escrow Agent shall return
 35 the earnest money to BUYER without any further liability of either party to the other or to the Escrow Agent, Brokers and their
 36 agents.

37 **DEPOSIT:** In the event of a dispute between the parties regarding the earnest money, the Escrow Agent (the "Depository") is
 38 required by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties
 39 specifying disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years
 40 from the date the earnest money was deposited with the Depository, the parties have not provided the Depository with such signed
 41 instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return the earnest
 42 money to BUYER with no further notice to Seller.

54 **CLOSING:** All funds and documents necessary for the completion of this Agreement shall be placed in escrow with
 55 Infinity Title Agency (the "Escrow Agent") on or before
 56 ~~07/28/2022~~ 9/15/2022 title shall be transferred on or about ~~08/31/2022~~ 9/15/2022 JC 08/09/2022
 57 SELLER and BUYER hereby authorize and instruct Escrow Agent to send a copy of their fully executed Closing Disclosure and
 58 HUD-1 to the real estate brokerage(s) identified below promptly after title transfer.

59 **ELECTRONIC DATA SECURITY:** Because of electronic data security risks, the parties agree to exercise due care in protecting
 60 their personal financial data, including independently confirming all communications or instructions, including requests for financial
 61 information or transfer or deposit of funds, by directly contacting the party making such a request. BROKER, including its
 62 employees and agents (the "Brokerage"), will never ask any party to wire funds or request personal financial data, including without
 63 limitation credit or debit card or bank account numbers. The parties hereby release the Brokerage from any and all claims, actions,
 64 losses, or damages related to any electronic data security breach by a third party.

65
 66 **WALK THROUGH:** BUYER shall be given an opportunity to walk through the Property on or about 3 day(s) before title
 67 transfer solely to verify that it is in the same or similar condition, absent normal wear and tear, that it was at the time of Acceptance.
 68 BUYER acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of
 69 the Property that was in existence at the time of BUYER'S viewing or inspection of it. If the walk-through evidences a material
 70 adverse change in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the
 71 parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction
 72 of the material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.
 73

74 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after
 75 recording of the Deed or _____, whichever is later. BUYER agrees to transfer utilities commencing on
 76 the date of possession. SELLER shall deliver possession of the Property in "broom clean" condition, with all trash and personal
 77 property removed.

78 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
 79 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
 80 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value
 81 of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
 82 SELLER shall furnish an Owner's Fee Policy of Title Insurance from Infinity Title Agency _____ in the amount
 83 of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty
 84 (30) days after written notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each defect
 85 without any reduction in the purchase price; or b) terminate this Agreement, in which case neither BUYER, SELLER nor any
 86 Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release,
 87 whereupon the Escrow Agent shall return the Earnest Money to BUYER.
 88

89 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and
 90 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date
 91 of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are
 92 advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may
 93 not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax
 94 duplicate for the calendar year of closing when it becomes available. If the Property is new construction and recently completed
 95 or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of the taxes
 96 to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S
 97 net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release
 98 the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements
 99 have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ 400 from SELLER to secure payment
 100 of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment
 101 of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax
 102 recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.
 103

104 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's
 105 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through
 106 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by
 107 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due
 108 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other _____ (unless
 109 VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee). SELLER
 110 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits,
 111 if any, shall be credited in escrow to BUYER.
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

115 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-
116 half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage;
117 and d) a broker's commission of one hundred ninety-five dollars (\$195.00) to Keller Williams Elevate for brokerage services
118 rendered, e) other _____.
119

120 BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which will will not be
121 provided from _____ at a cost of \$_____, and which shall be charged to
122 SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover
123 pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.
124

125 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a licensed inspector of BUYER'S choice within
126 the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is solely responsible
127 for retaining a licensed inspector for each requested inspection and releases Broker and its agents from any and all liability
128 regarding the selection or retention of inspector(s).
129

130 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent**
131 **and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are**
132 **not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do**
133 **not guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S**
134 **own duty to exercise reasonable care to inspect the Property and the public record, and make diligent inquiry of SELLER**
135 **and/or BUYER'S inspectors regarding the Property.** Inspections required by any state, county, local government, and/or
136 VA/FHA, including the FHA appraisal, do not replace the need for BUYER inspections.
137

CHOICE		INSPECTION	EXPENSE	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL BACTERIA AND FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON <u>7</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>10</u> days (Specify) _____ Any inspection deemed necessary by general home inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>

147
148 **WAIVER**   (initials) BUYER hereby waives each and every professional inspection to which BUYER has not
149 indicated **Yes** **EW** **EW** by BUYER to perform any elected inspection shall be deemed a waiver of such inspection and
150 absolute acceptance of the Property by BUYER in its "AS IS" condition.
151

152 **Within THREE (3) days from the date of the last completed elected inspection, BUYER shall ELECT one of the following**
153 **options:** (a) remove the inspection contingency(ies) and accept the Property "AS IS"; (b) accept the Property subject to SELLER'S
154 repair of specific conditions or defects identified in a written inspection report by a licensed inspector or contractor; or (c) terminate
155 this Agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by SELLER and/or
156 any brokerage or agent. **Completed inspection is defined as buyer receipt of the inspection report.**
157

- 158 • If the Property is accepted in its "AS IS" present physical condition, BUYER shall sign an Amendment to Purchase
159 Agreement removing the inspection contingencies and this Agreement will proceed in full force and effect.
- 160
- 161 • If the Property is accepted subject to SELLER's repair of specific defects, BUYER shall provide SELLER with a complete
162 copy of all inspection report(s) and an Amendment to Purchase Agreement identifying the defects to be repaired by
163 SELLER. The parties shall have five (5) days from SELLER'S receipt of the written list of defects and the inspection
164 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If the parties do not agree in
165 writing as to the repairs within those five (5) days, then this Agreement shall be deemed null and void and the parties
166 shall promptly sign a mutual release authorizing the Earnest Money to be returned to BUYER.
167
- 168 • If BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then
169 BUYER shall provide a copy of the written inspection report to SELLER upon SELLER'S request and the parties shall
170 promptly sign a mutual release authorizing Earnest Money to be returned to BUYER.
171

172 The parties may mutually agree in writing to extend dates for inspections, repairs, or the deadline for any right to terminate the
173 Agreement. SELLER shall provide reasonable access to the Property for BUYER to review repairs made by SELLER. Failure by
174 BUYER to request to review SELLER'S repairs before title transfer shall be deemed a waiver by BUYER and BUYER'S acceptance
175 of the Property "AS IS".
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Yes No

PEST/WOOD DESTROYING INSECTS: An inspection of all structures on the Property shall be made by a professional inspector or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to BUYER before closing. If such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by BUYER SELLER (unless FHA/VA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$1,500.00.

Yes No

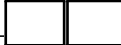
LEAD BASED PAINT: BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) days after formation of a binding AGREEMENT. **See EPA pamphlet "Protect Your Family from Lead in Your Home" for important information.** In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies, BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

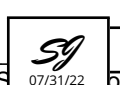
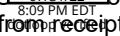
BUYER has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

BUYER HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within 3 days from receipt.

MEGAN'S LAW: SELLER has provided BUYER with all written notices received from the local sheriff pursuant to Ohio's sex offender notification law. BUYER acknowledges that such information may not be accurate or complete and agrees to inquire directly with the local sheriff's office or the Ohio Attorney General's office about current sex offender registration and/or notifications.

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

BUYER HAS  (BUYER'S initials) received a copy of SELLER's Ohio Residential Property Disclosure Form prior to signing this offer.

BUYER HAS NOT  (BUYER'S initials) received a copy of the Ohio Residential Property Disclosure Form and this offer is subject to  completing the Ohio Residential Property Disclosure Form and BUYER'S review and approval it within 3 days from receipt.

SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have 5 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 in that time period, this Agreement may be declared null and void by either party.

REPRESENTATIONS AND DISCLAIMERS: SELLER and BUYER warrant that SELLER has completed the Ohio Residential Property Disclosure with no assistance from any brokerage or agent(s) and has otherwise disclosed all known material conditions and defects in the Property, including the land and structures. BUYER understands and agrees that the brokerage(s) and agents are not inspectors or contractors; they are not qualified to inspect a property and do not verify or investigate SELLER'S representations and disclosures, including those made on SELLER'S Ohio Residential Property Disclosure. The parties hereby release the brokerage(s) and agents from any and all claims, actions, injuries or damages relating to this transaction, including any misrepresentations or omissions of SELLER. BUYER agrees that BUYER has not relied on any verbal or written representations of any brokerage(s) or agent(s) about the Property, including without limitation its features, characteristics,

244 improvements, fitness, use, value, or condition, MLS information, square footage, zoning, lot size, mold, structure, soils,
245 homeowners' fees, public and private assessments, utilities, taxes, or special assessments. BUYER shall rely on BUYER's own
246 investigation and BUYER'S licensed inspectors as to the Property, including its suitability for BUYER'S intended use.
247

248 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price prior
249 to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or terminate
250 this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, then
251 SELLER shall restore the Property to its prior condition.
252

253 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
254 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice
255 of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda,
256 shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement
257 shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of
258 escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER
259 shall survive delivery and recording of the Deed.
260

261 **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Ohio Residential Property
262 Disclosure VA Addendum FHA Addendum Home Inspection Notice "For Your Protection" Condominium Addendum
263 House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum Price Escalation
264 Addendum Other Infinity ABA are made part
265 of this Agreement. **The terms and conditions of any addenda supersede any conflicting terms of the Agreement.**
266

267

<i>Shawn Jones</i>	<small>dotloop verified 07/31/22 8:09 PM EDT 252U-VSTW-1P1D-T006</small>		
(BUYER)	Date	(ADDRESS AND ZIP CODE)	(E-MAIL ADDRESS)

271

<i>Shawn Jones</i>	<small>dotloop verified 07/31/22 8:09 PM EDT ALT-0ANS-0B74-BCPR</small>		
(BUYER)	Date	(TELEPHONE)	(E-MAIL ADDRESS)

276 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S escrow funds
277 a commission of \$ Per Listing Agreement, if applicable, Per Listing Agreement (P.L.A. %) of the purchase price
278 to Broker at (address) _____ and
279 \$ 3% of 1st \$100k, 2% thereafter (3/2 %) of the purchase price to Keller
280 Williams Elevate, cooperating broker, at 18318 Pearl Road, Strongsville, Ohio 44136 .

281

	08/09/2022		
(SELLER)	Date	(ADDRESS AND ZIP CODE)	(E-MAIL ADDRESS)

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(SELLER)	Date	(TELEPHONE)	(E-MAIL ADDRESS)

290 *The following information is provided for the Escrow Agent's and Multiple Listing Services' use.*

291 **Multiple Listing Information**

293 Christopher Kaylor		2011003065
294 (Listing agent name)	e-mail address	(Listing agent license #)
296 Realty Trust Services, LLC		9165
297 (Listing broker name)		(Listing broker office #)
299 Joy Larson	fivehomes@gmail.com	2015000804
300 (Selling agent name)	e-mail address	(Selling agent license #)
303 Keller Williams Elevate 2005016347		2717
304 (Selling broker name)		(Selling broker office #)



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services- Our Policy On Agency

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

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

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

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

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

Working With Other Brokerages

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

Fair Housing Statement

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

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

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

Joshua D. Cerreta

Name (Please Print)

Name (Please Print)

07/30/2022



Signature Date

Signature Date



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

Owner does not live in home

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 JC Date 7/30/2022
Owner's Initials _____ Date _____

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



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 1664 lauderdale Lakewood Ohio 44107

Owners Name(s): Joshua D. Cerreta

Date: 7/30/2022, 20

Owner is is not occupying the property. If owner is 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):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

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

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

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

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

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

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

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

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

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

Owner's Initials JC Date 7/30/2022

Purchaser's Initials Date

1664 lauderdale Lakewood Ohio 44107

Property Address

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

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

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

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

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

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

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

Table with 12 rows of mechanical systems (Electrical, Plumbing, Central heating, etc.) and columns for YES, NO, N/A.

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?

Table with 5 rows of hazardous materials (Lead-Based Paint, Asbestos, Urea-Formaldehyde Foam Insulation, Radon Gas, Other toxic or hazardous substances) and columns for Yes, No, Unknown.

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 JC Date 7/30/2022
Owner's Initials Date

Purchaser's Initials Date
Purchaser's Initials Date

Property Address 1664 lauderdale Lakewood Ohio 44107

D) 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/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

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

Do you know of 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 type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input 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 Jc Date 7/30/2022
Owner's Initials _____ Date _____

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

1664 lauderdale Lakewood Ohio 44107

Property Address _____

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Joshua D. Cerreta DATE: _____

OWNER:  DATE: 07/30/2022

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: _____ DATE: _____

PURCHASER: _____ DATE: _____



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: 1664-1666 Lauderdale Ave, Lakewood, OH 44107-3610 S

Buyer(s): Shawn Jones

Seller(s): Joshua cerreta

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Andy Svoboda/Joy Larson, and Keller Williams Elevate.

AGENT(S)

BROKERAGE

The seller will be represented by Christopher Kaylor, and Realty Trust Services, LLC.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) and real estate brokerage will

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

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

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

Shawn Jones dotloop verified 07/31/22 2:59 PM EDT 3EHN-0NTP-GH2-VZLR

BUYER/TENANT DATE

[Signature] 08/09/2022

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: attorney or to:

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

