




AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

Pursuant to the offer to purchase and acceptance agreement ("Agreement") dated October 14, 2022 for the sale of real property located at 4471 Fulton Rd, Cleveland, OH 44144, Ohio, the undersigned Seller and Buyer have agreed to the following changes to the Agreement:

1. The date for Buyer obtaining a loan commitment meeting the requirements contained in the Agreement shall be changed to _____.
2. The date for the deposit of all documents and funds in escrow to close the transaction shall be changed to _____.
3. The date for transfer of title, which shall constitute the closing of the transaction, shall be changed to _____.
4. The date for Seller delivering possession and occupancy to Buyer shall be changed to _____.
5. **Seller to credit the buyer \$300 at closing to pay for a dumpster, and buyer will take care of moving all trash from the house and garage.**

The \$300 will also cover the repair for the furnace.



10/27/22
11:15 AM CDT
dotloop verified



10/27/22

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

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

 10/27/2022
BUYER Elizabeth L. Frasquet DATE

 dotloop verified 10/27/22 11:15 AM CDT JRCS-RGSO-MT9I-EX7M
SELLER XLNT Properties 21, LLC DATE

BUYER DATE

SELLER DATE



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Haseeb Ahmed dotloop verified 10/27/22 11:15 AM CDT JRCS-RGSO-MT9I-EX7M
SELLER XLNT Properties 21, LLC DATE

BUYER DATE

SELLER DATE

Enjoy the Convenience of One-Stop Shopping



I/we understand that working with Howard Hanna entitles me/us to the professional services of a Howard Hanna Mortgage Loan Originator. **Howard Hanna Mortgage Services offers:**

- **Timely Pre-Approvals**
- **Highly competitive mortgage programs**
- **Our Exclusive *Buy Before You Sell & Renovation Plus* Mortgage Programs**
- **Comprehensive Insurance Services through Howard Hanna Insurance**
- **Escrow and Title Services through Erie Title Barristers Group**

-
- I/we would like to receive a call or meet with a Howard Hanna Mortgage Loan Originator to discuss the best mortgage options available.
- I/we have already begun working with a Howard Hanna Mortgage Loan Originator.

***I/we hereby acknowledge receipt of Howard Hanna's
Consumer Guide to Agency Relationships.***

Elizabeth L Frasquet

Name (please print)

Name (please print)

 Elizabeth L Frasquet

Signature

10/15/2022

Date

Signature

Date

Paty Opron

REALTOR® Name (please print)

lorenafrasquet1410@gmail.com

Client(s) Phone Number / Email Address

Acknowledgment



Howard Hanna Consumer Guide to Agency Relationships



Smythe, Cramer Co (dba Howard Hanna) and all other Ohio real estate brokerages are required by Ohio law to provide you with certain information about how real estate agents work and to have you acknowledge receipt of this information. THIS IS NOT A CONTRACT AND DOES NOT OBLIGATE YOU TO HOWARD HANNA IN ANY WAY.

We are pleased that you have selected us to help you with your real estate needs. Whether you are selling, buying, or leasing real estate, Howard Hanna will provide you with the highest standards of expertise and assistance.

Because buying or selling a home may be your largest financial transaction, it is important to understand the roles of the agents and brokers with whom you will be working. The information below explains how brokerages and agents work for buyers and sellers in real estate transactions. For more information on agency law in Ohio, you also may contact the Ohio Division of Real Estate and Professional Licensing at (614) 466-4100 or at www.com.state.oh.us.

Seller Agency: Most sellers choose to list their homes 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 such, 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 that they handle in the transaction. Howard Hanna does not offer subagency, which means that it does not authorize any agents to act on a seller's behalf unless the seller specifically appoints that agent. Typically, part of the listing compensation will be shared (normally through a split of a percentage of the purchase price) with the brokerage for the buyer's agent that successfully produced the buyer. Such sharing of listing compensation does not modify or lessen the listing agent's obligations owed to the seller.

Buyer Agency: Buyers typically choose to work with a real estate agent. Buyers often want to be represented in the transaction as well. This is known as buyer agency. A brokerage and an agent that agree to represent a buyer 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 that they handle in the transaction. Buyers are advised that sellers and their agents are not obligated to keep confidential the existence, terms or conditions of a buyer's offer. Buyer agents are compensated for their services, often in large part by sharing in the listing compensation paid by the seller. Any such sharing of compensation does not modify or lessen the buyer agent's obligations to the buyer.

Disclaimer: Howard Hanna and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

Dual Agency: Occasionally the same agent and brokerage that represent the seller also represent the buyer in a transaction. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the other client, nor disclose any confidential information to the other party without written consent.

In-Company Split Agency: On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, each agent will represent the best interests of their respective clients. When this 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 the position of one client over another. The brokerage also will protect the confidential information of both parties.

Working with Howard Hanna: Howard Hanna represents both buyers and sellers. Therefore, it is possible for one agent to represent a buyer who wishes to purchase property listed with another Howard Hanna agent (in-company split agency). If this occurs, then each agent will represent her or his own client, but Howard Hanna and its managers will act as dual agents. This means that the brokerage and its managers will maintain a neutral position and not take any action that favors one client over the other. Howard Hanna will supervise both agents to ensure that their respective clients are being represented and will protect each party's confidential information.

If the buyer and seller are represented by the same agent, then that agent and Howard Hanna will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the parties' direction, and help the parties to understand their contractual obligations. 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, then you will be asked to consent to it in writing. If you do not agree to dual agency, then you may ask for another agent in Howard Hanna to represent you, or you may seek representation from an attorney or another brokerage. As a buyer, you may choose to represent yourself on properties that Howard Hanna has listed. In this case, Howard Hanna will represent the seller and you would represent your own best interests. However, the listing agent will still be able to provide you with non-confidential information, prepare and present offers at your direction and assist you in the financing and closing process. 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. A Howard Hanna licensee who holds an open house on behalf of a Howard Hanna seller's listing agent will be considered a "host" and not the seller's agent unless it is agreed to in writing or otherwise required by law.

Working with Other Brokerages: When Howard Hanna lists a property for sale, it cooperates with and offers to share some of the listing compensation with other brokerages that represent buyers. Howard Hanna reserves the right, in some instances, to vary the compensation that it offers to other brokerages. As a seller, you should understand that Howard Hanna's sharing of a fee with the brokerage representing the buyer does not mean that you will be represented by that brokerage. Instead, the buyer's brokerage and agent will be obligated to advance the buyer's interests and Howard Hanna will represent your interests. When acting as a buyer's agent, Howard Hanna also accepts compensation offered by the listing broker. If the property is not listed by another broker, or the listing broker does not offer compensation, then Howard Hanna will attempt to negotiate for a Seller-paid fee.

Compensation for Brokerage Services: If you are a seller represented by Howard Hanna, at closing you will pay listing compensation as described in your Purchase Agreement and/or Exclusive Right To Sell Agreement. This compensation typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. The percentage component is typically split with the buyer's broker and the remainder of that shared with your individual agent; the flat fee amount is retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as the seller, including any sharing of compensation with the buyer's brokerage. If you are a buyer represented by Howard Hanna, you will pay buyer broker compensation as described in your Purchase Agreement and/or any Exclusive Buyer Agreement you have with Howard Hanna. The compensation for buyer broker services typically consists of both a flat fee (\$325.00) and a percentage of the purchase price. Typically, the percentage component is covered when Howard Hanna shares in the listing compensation paid by the seller, with such share being split with your individual agent, while the flat fee amount is paid by you as buyer and retained by Howard Hanna. Both components are for all the general brokerage services Howard Hanna has available and/or provides to you as a buyer. If you as buyer wished to proceed in a transaction where there was no sharing of listing compensation, then you could be asked to pay both the flat fee *and* a percentage of the purchase price for services rendered to you; however, because it is Howard Hanna's policy to accept a share of the listing compensation, most buyers pay only the flat fee for their buyer services.

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. 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.

We hope that you find this information helpful 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 brokerage(s). Please ask questions if there is anything that you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to acknowledge receipt of this Consumer Guide. Your "*Acknowledgment of Receipt*" of this Consumer Guide is not a contract and does not obligate you to Howard Hanna in any way.



AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT



DATE: **October 14, 2022**
TO: _____
FROM: Howard Hanna, Howard Hanna Mortgage Services, Great Lakes Field Services, LLC, Erie Title Barristers Group, and Blum & Associates Co., LPA
PROPERTY: **4471 Fulton Rd, Cleveland, 44144**

This is to give you notice that Howard Hanna has a business relationship with Howard Hanna Mortgage Services (“HHMS”) for mortgage financing, Howard Hanna Insurance Services, Inc. (“HHIS”) for insurance, Erie Title Barristers Group (“ETB”) for title, escrow and closing services, and Great Lakes Field Services, LLC (“GLFS”) for surveying. Howard Hanna and the above-referenced providers have the same parent company, Hanna Holdings, Inc. (“Holdings”). Holdings owns 100% of HHMS, 100% of HHIS, 49% of GLFS, and 41% of ETBG. Because of this financial relationship, this referral to the above-referenced settlement service providers may provide Howard Hanna a financial or other benefit.

Furthermore, this is to give you notice that F. Duffy Hanna, President of Howard Hanna Financial Services, and Kevin Blum, President of ETBG have a business relationship with Blum & Associates Co., LPA (B&A), which is a law firm. F. Duffy Hanna owns 60% of B&A and Kevin Blum owns 30% of B&A. Because of this financial relationship, a referral to B&A may provide F. Duffy Hanna and Kevin Blum a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for settlement of your purchase or sale on 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.**

HHMS is a HUD-approved mortgage lender. Fees normally charged by HHMS may include an origination fee (which is listed as a percentage of the loan amount), discount points (which accompany the interest rate you choose and which are listed as a percentage of the loan amount), and other charges associated with obtaining a mortgage from HHMS. The estimated fees are listed below but may vary depending on the loan product you select.

Loan Origination Fee	0-1% of Loan Amount
Bona Fide Points	0-6% of Loan Amount
Commitment Fee	\$0.00 to \$500.00
Advance Equity Application Fee	\$500.00 to \$900.00
Processing Fee	\$375.00 to \$575.00
Loan Admin Fee	\$0.00 to \$950.00

A lender is allowed, however, to require the use of certain settlement service providers, which is explained and disclosed in your **Addendum to Loan Estimate.**

ETB is a title, escrow and settlement company. It charges title and settlement fees to both the buyer(s) and seller(s). These estimated fees are listed below. Title Insurance fees on purchases range as follows:

Escrow Fee:	Up to \$425.00 for seller, \$425.00 for buyer
Title Exam:	\$395.00
Title Commitment:	\$100.00
Title Update:	\$75.00

Owner Fee Title Insurance (Rates are set by the Ohio Title Insurance Ratings Bureau “OTIRB”):

	Per Thousand or any Fraction thereof:
Up to \$150,000 of liability written	\$5.75
Over \$150,000 and up to \$250,000 add	\$4.50
Over \$250,000 and up to \$500,000 add	\$3.50
Over \$500,000 and up to \$10,000,000 add	\$2.75
Over \$10,000,000 add	\$2.25
Minimum Premium	\$175.00
Survey Coverage	\$100.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

There is an increased cost for a Homeowner's Policy of Title Insurance which is set by OTIRB. You may request endorsements on your policy. The cost of the same is also set by OTIRB.

Loan Policy of Title Insurance (Required by your lender, rates set by OTIRB)

Standard Loan Policy	\$100.00
Expanded Coverage Residential Loan Policy	\$125.00
ALTA 4-06 (Condominium Endorsement)	\$50.00
ALTA 5-06 (Planned Unit Dev. Endorsement)	\$50.00
ALTA 8.1-06 (EPA Endorsement)	\$50.00-75.00
ALTA 9-06 (Restrictions, Encroachments, Minerals Endorsement)	\$0.10 per thousand, with a minimum rate of \$150.00
Survey Coverage	\$0-50.00
Mechanic's Lien Coverage	10% - 40% of the original rate for the policy, with a minimum charge of \$150.00-\$500.00

Other endorsements may be requested by your lender. The cost of the same is also set by OTIRB.

Closing Protection Letter Fee: \$40.00 - \$85.00

Howard Hanna Insurance Services, Inc. (HHIS) is an insurance agency providing property & casualty insurance. It charges, on behalf of insurance carriers, premium for policies covering an insurable risk, such as a home.

Estimated Premium for Homeowner's insurance:

The average premium for homeowner's insurance premium on properties for homes with a value of \$50,000 to \$250,000 per year ranges between \$400 and \$1800. Consumers are advised that the premiums for homeowner's insurance will vary with the specific property, its size and condition, and the types of coverage requested by the homeowner, required by lender, underwriting or by law. This estimate is not inclusive of any flood or excess hazard that may be required.


Great Lakes Field Services (GLFS) is a surveying company. Fees for mortgage location surveys vary with the size of the lot being transferred. Fees for mortgage location surveys range from \$160.00 to \$500.00.

B&A is a law firm. It charges fees for the preparation of legal documents. Its fees depend on the complexity of the transaction. The estimated fees for a typical transaction are listed below:

Deed Preparation:	Up to \$125.00
Memorandum of Trust:	Up to \$250.00
Affidavits:	Up to \$150.00
Attorney Opinion Letter (Trust Review):	Up to \$250.00
Power of Attorney (for real estate):	\$150.00

ACKNOWLEDGMENT

I/We have read this disclosure form and understand that Howard Hanna (a subsidiary of Holdings) is referring me/us to purchase the above-described settlement service(s) from HHMS, HHIS, ETB, GLFS and B&A. and may receive a financial or other benefit as a result of this referral.

 dotloop verified
10/15/22 6:03 PM CDT
KLLA-6MIL-IFMT-SPFG
SELLER **XLNT Properties 21, LLC** _____ Date

 Authentisign 10/15/2022
BUYER **Elizabeth L Frasset** _____ Date

SELLER _____ Date

BUYER _____ 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: **4471 Fulton Rd, Cleveland, 44144**

Buyer(s): **Elizabeth L Frasquet**

Seller(s): **XLNT Properties 21, LLC**

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Patricia G Opron, and Howard Hanna Real Estate Services.
AGENT(S) BROKERAGE

The seller will be represented by Rakesh Baniya, and Realty Trust Services, LLC.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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

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

CONSENT

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

Authentisign
Elizabeth L Frasquet 10/15/2022
BUYER/TENANT DATE
Elizabeth L Frasquet

Huseeb Ahmed dotloop verified 10/15/22 6:03 PM CDT 1X1Y-BXZK-CBVN-JKOG
SELLER/LANDLORD DATE
XLNT Properties 21, LLC

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. Forth is 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 offer is 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



CAUTION — Your Action is Required Soon

US Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home 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 and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon — call 1-800-SOS-Radon; Health and Safety — see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency — see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (check one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.


Elizabeth L. Frasquet
(Signed) Homebuyer
Elizabeth L. Frasquet

10/15/2022
Date

(Signed) Homebuyer

Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. The agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD if desired you can call 1-200-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Elizabeth L Frasquet offers to buy the
2 **PROPERTY:** located at 4471 Fulton Rd,
3 City Cleveland, Ohio, Zip 44144 Permanent Parcel No(s). 012-03-015

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,
9 smoke detectors, garage door opener(s) and 0 controls; all attached wall-to-wall carpeting. The following selected
10 items shall also remain: satellite dish; countertop range; range; wall oven;
11 microwave; kitchen refrigerator; second refrigerator; dishwasher; washer; dryer; window air
12 conditioner(s); through the wall air conditioners; gas grill; fireplace tools; screen, glass doors and
13 grate; all existing window treatments; ceiling fan(s); wood burner stove inserts; gas logs; and
14 water softener (do not check if leased); humidifier; dehumidifier; security system; freezer;
15 indoor grill; mailbox and invisible fence, transmitter, _____ collar(s).

16 Additional Items to be included: _____
17 _____
18 Items Excluded: _____
19 _____

20 **SECONDARY OFFER:** This is is not a secondary offer. This secondary offer, if applicable, shall become a
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
22 _____ (Date). BUYER shall have the right to terminate this secondary offer at any time prior
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan
26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of \$ 107,000.00
28 Payable as follows:

29 **Earnest money** in the form of a check, paid to/deposited with (check one)
30 Listing Broker Buyers' Broker or _____
31 and credited against the purchase price \$ 500.00
32 The check shall be deposited immediately upon acceptance
33 of a binding Agreement as defined below on lines 264-273

34 **Additional Funds** to be deposited in escrow \$ 106,500.00

35 BUYER will will not (check one) meet down payment requirement
36 in cash, without regard to the sale and/or closing of any other real property

37 **Mortgage** loan to be obtained by BUYER \$ _____
38 CONVENTIONAL, FHA, VA OTHER **CASH**
39 _____

40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan") from
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within
43 N/A days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts
44 to obtain the Loan and shall obtain a commitment for the Loan on or before N/A. If, despite
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

SELLERS' INITIALS AND DATE

BUYERS' INITIALS AND DATE

Property Address: 4471 Fulton Rd, Cleveland, 44144

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S
50 lending institution or a title company on or before October 31, 2022, and the deed shall be recorded on or
51 about October 31, 2022, except that if a defect in title appears, SELLER shall have thirty (30) days
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time) a.m. p.m.
57 N/A day(s) after recording of the deed or October 31, 2022, whichever is later. Subject to BUYER'S rights, if any, the
58 premises may be occupied by the SELLER free for _____ (____) days and an additional _____
59 (____) days at a rate of \$ N/A per day provided, however, that under no circumstances shall SELLER occupy
60 Premises beyond N/A (date). Payment and collection of fees for use and occupancy after transfer of title
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller
69 shall furnish an OTIP from Erie Title Barristers Group or Erievue Title Agency
70 as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER does elect does not elect
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of
74 \$ _____ shall be paid by SELLER BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value
80 of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
90 or assessments, public or private, except the following: _____.

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

93 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
94 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 303-305 below; and g)
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or
102 date of possession, whichever is later. The escrow agent shall withhold \$ 400.00 from the proceeds due SELLER
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

Purchase Agreement 2/2022
Page 2 of 6


SELLERS' INITIALS AND DATE

 10/15/2022
BUYERS' INITIALS AND DATE

Property Address: 4471 Fulton Rd, Cleveland, 44144

104 **BUYER shall pay** the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees
106 for the deed and any mortgage, and d) BUYER'S share of Howard Hanna's real estate commission for buyer broker
107 services rendered to BUYER. Howard Hanna's real estate commission for all general brokerage services that Howard
108 Hanna will provide to BUYER consists of two components: (i) a brokerage flat fee of \$325, paid by BUYER; AND (ii) the
109 commission listed below on lines 303-305, which percentage component is being offered and will be paid by SELLER to
110 Howard Hanna as the cooperating broker that successfully produced the BUYER. BUYER shall secure new insurance on
111 the property. The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

112 The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
113 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

114 The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement
115 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

116 **INSPECTIONS:** BUYER shall have licensed inspectors perform, at BUYER'S expense, the inspection(s) indicated
117 below. A licensed inspector is a person engaged full-time for profit in the business directly related to the inspection
118 service indicated and licensed by the Ohio Division of Real Estate and Professional Licensing. BUYER must indicate
119 "yes" for each professional inspection desired and the number of days following the date of Acceptance that BUYER
120 has to conduct each inspection elected. BUYER assumes sole responsibility to select and retain a licensed inspector
121 for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the
122 inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of
123 BUYER'S agent and broker. BUYER understands that all real property and improvements may contain defects and
124 conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree
125 that the Broker(s) and their agents do not guarantee and in no way assume responsibility for the property's condition.
126 BUYER acknowledges that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of
127 the SELLER or BUYER'S inspectors regarding the condition and systems of the property.

128 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT**
129 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

130 **WAIVER:** ELF (initials) BUYER elects to waive each licensed inspection to which BUYER has not indicated
131 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of
132 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	Expense	
Yes	No			BUYER'S	SELLER'S
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD* days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	

139 *Buyer is advised to hire a licensed inspector who is qualified to determine whether mold is present in the property, what
140 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
141 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

142 OTHER _____ days from acceptance of AGREEMENT

144 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

145 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.
146 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
147 *Amendment/Removal of Contingency*;

148 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
149 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
150 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
151 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the
152 inspection contingency and identifying those specific material defects which are to be repaired.
153 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and

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SELLER'S INITIALS AND DATE
10/15/22
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ELF
BUYER'S INITIALS AND DATE
10/15/2022

Property Address: 4471 Fulton Rd, Cleveland, 44144

154 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER
155 at SELLERS' expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this
156 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon
157 the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property
158 for BUYER to review any such material defects corrected by SELLER. For purposes of this
159 AGREEMENT, "material defects" DO NOT include minor routine maintenance. **OR**

160 (C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material
161 defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees
162 to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a
163 mutual release, whereupon the earnest money shall be returned to BUYER.

164 **Yes No**

165 **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within
166 _____ days by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at
167 BUYER'S SELLER'S expense and such agency's written report made available to the BUYER before closing. If such
168 report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition
169 shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one
170 year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying
171 insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless
172 FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay
173 such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that
174 event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

175 **Yes No**

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

190 BUYER HAS ELF (BUYER'S initials) HAS NOT _____ (BUYER'S initials) received a copy of
191 the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the
192 "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

193 If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing
194 the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within _____
195 days from receipt.

196 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their
197 right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and
198 approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the
199 inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of
200 acceptance.

201 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
202 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the
203 responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on
204 BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or
205 any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

206 **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its
207 "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio *Residential*
208 *Property Disclosure Form*, identified by any inspections requested by either party or on any other forms or addenda made a
209 part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the
210 State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have

Purchase Agreement 2/2022

Page 4 of 6

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10/15/22
SELLERS' INITIALS AND DATE
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ELF 10/15/2022
BUYERS' INITIALS AND DATE

Property Address: 4471 Fulton Rd, Cleveland, 44144

211 occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional
212 disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied
213 upon any representations, warranties or statements about the property (including but not limited to its condition or use)
214 unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must
215 initial one of the following:

216 BUYER [X] HAS [ELF] (BUYER'S initials), prior to signing this offer, received a copy of the Residential
217 Property Disclosure Form which was signed by SELLER on June 17, 2022 (date).

218 BUYER [] HAS NOT (BUYER'S initials) received a copy of the Residential Property Disclosure Form.
219 This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and
220 approval of the information contained on the disclosure form within days from receipt.

221 BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the
222 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also
223 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information
224 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real
225 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public
226 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

227 Please list any and all verbal representations made by Brokers or their agents that you relied upon when
228 purchasing this property (if none, write "none"). NONE
229

230 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

231 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and
232 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental
233 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from
234 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and
235 SELLER shall have Ten (10) days after receipt by BUYER of all notices to agree in writing which party shall be
236 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in
237 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a
238 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

239 REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that BUYER is relying upon BUYER'S own
240 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,
241 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant
242 the condition or systems of the property or guarantee that SELLER has disclosed all defects.

243 BUYER acknowledges that, except as specifically noted on lines 227-229 above, Howard Hanna and its agents have
244 not made any representations, warranties, or agreements, express or implied regarding the condition or use of
245 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not
246 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or
247 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or
248 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water
249 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or
250 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

251 DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase
252 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this
253 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER
254 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on
255 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior
256 condition and BUYER agrees to complete the purchase of the property.

257 MONEY BACK GUARANTEE: (Elect one) BUYER [] does elect [X] does not elect to purchase the Howard Hanna
258 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this
259 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to
260 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.
261 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is
262 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and
263 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

264 BINDING AGREEMENT: For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,
265 without any material change to the last offer or counter offer, and either the verbal or written communication of that
266 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar
267 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and

[Signature]
SELLERS' INITIALS AND DATE
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[Signature] 10/15/2022
BUYERS' INITIALS AND DATE

Property Address: 4471 Fulton Rd, Cleveland, 44144

268 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,
269 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with
270 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and
271 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding
272 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need
273 of legal or tax advice.

274 **ADDITIONAL TERMS:** Seller to remove all garbage from backyard and garage before the final walk-through.
275 _____
276 _____

277 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments Agency
278 Disclosure Statement; Residential Property Disclosure; VA/FHA Addendum; FHA Home Inspection Notice;
279 Condominium; House Sale Contingency; House Sale Concurrence; Lead-Based Paint; Homeowner's
280 Association; Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee
281 Program) Walk Through Addendum; Other _____
282 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any
283 conflicting terms in this Agreement.

284 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of
285 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
286 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or
287 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date
288 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such
289 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker
290 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge
291 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow
292 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after
293 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the
294 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

295 **BUYER:**  Elizabeth L Frasquet 10/15/2022 Address: _____
296 Print name: Elizabeth L Frasquet _____ ZIP: _____


297 **BUYER:** _____ Phone: _____ Email: lorenafrasquet1410@gmail.com
298 Print name: _____ Date: 10/15/2022

299 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$500.00 earnest money, subject to the
300 terms of the above offer.

301 **HOWARD HANNA (License # 0000189163):**
302 By: _____ (License # 2007003706) Office: Avon, Ohio Phone: (440)865-0424

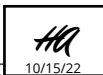

303 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S
304 escrow funds a brokerage flat fee of \$325, if the property is listed with Howard Hanna, and Per MLS %
305 of the purchase price to Howard Hanna, 6000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124

306 Listing Broker: Realty Trust License # _____ Listing Agent: Rakesh Baniya License # 2019007609Y

307 **SELLER:**  Haseeb Ahmed Address: _____
308 Print name: XLNT Properties 21, LLC _____ ZIP: _____

309 **SELLER:** _____ Phone: _____ Email: _____
310 Print name: _____ Date: _____

311 **COUNTER OFFER TERMS:** _____
312 _____

313 _____
314 Sellers' signature _____ Date _____ Sellers' signature _____ Date _____
Purchase Agreement 2/2022  _____  _____
Page 6 of 6 SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE



WALK-THROUGH ADDENDUM

This Addendum is made part of the Agreement between
Elizabeth L Frasquet (“Buyer”)
and XLNT Properties 21, LLC (“Seller”)
for 4471 Fulton Rd, Cleveland, 44144 (the “Property”)
with offer dated October 14, 2022.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 1-3 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer’s viewing or inspection of the Property.

In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

- (1) held in escrow from Seller’s proceeds pending correction of the material adverse change; or
- (2) credited to Buyer through escrow at the time of title transfer.

BUYER: <u>Elizabeth L Frasquet</u> Elizabeth L Frasquet	SELLER: <u>Haseeb Ahmed</u> XLNT Properties 21, LLC
BUYER: _____	SELLER: _____
DATE: <u>10/15/2022</u>	DATE: <u>10/15/2022</u>

Removal of Walk-Through: The undersigned Buyer hereby waives and removes the Walk-Through in the above referenced purchase agreement.

BUYER: _____	BUYER: _____
DATE: _____	DATE: _____

Walk-Through Addendum JDF 6/2022



ANTI-FRAUD DISCLOSURE TO CONSUMERS:

Anti-Fraud Disclosure Statement Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While Howard Hanna Real Estate Services has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties.

Howard Hanna Real Estate Services will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Howard Hanna Real Estate Services, do not respond to it and immediately contact your agent with Howard Hanna Real Estate Services. Such requests, even if they may otherwise appear to be from Howard Hanna Real Estate Services, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime. To notify Howard Hanna Real Estate Services of suspected fraud related to your real estate transaction, contact your agent IMMEDIATELY.

ACKNOWLEDGMENT:

I/we have read this Anti-Fraud Disclosure Statement and understand that Howard Hanna Real Estate Services will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

 *Elizabeth L Frasquet* 10/15/22

10/14/2022

Signature **Lorena E Frasquet**

(Date)

Signature

(Date)



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date 10/15/22

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: 4471 Fulton Road, Cleveland, OH 44144

Owners Name(s): XLNT PROPERTIES 21, LLC

Date: _____

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: _____

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 10/15/22

Purchaser's Initials Date _____

Property Address 4471 Fulton Road, Cleveland, OH 44144

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 type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). Water heater was replaced in 2019 and furnace was replaced in 2021

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 type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<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, remediation or mitigation to the property: _____

Owner's Initials Date _____
Owner's Initials Date _____

Purchaser's Initials Date 10/15/22
Purchaser's Initials Date _____

Property Address 4471 Fulton Road, Cleveland, OH 44144

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No

If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

	Yes	No	Unknown
Is the property located in a designated flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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 10/15/22

Purchaser's Initials Date _____

Property Address 4471 Fulton Road, Cleveland, OH 44144

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:

Haseeb Ahmed dotloop verified
06/17/22 12:25 PM CDT
WFXV-ETLK-MVQ4-KBNM

OWNER:

[Empty signature box]

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:

Elizabeth L Frasquet 10/15/22

PURCHASER:

[Empty signature box]

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

Property Address: 4471 Fulton Road, Cleveland, OH 44144

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.


Elizabeth C. Frasset 10/15/22
BUYER DATE

BUYER DATE


Paty Opron 10/15/22
AGENT DATE

Hasseeb Ahmed dotloop verified
06/17/22 12:28 PM CDT
QEFV-8FW4-9QJ8-HUTX
SELLER DATE

SELLER DATE

Rakesh Banija dotloop verified
06/18/22 5:27 PM EDT
388J-KKDD-E1FU-FCXT
AGENT DATE

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____
From: Paty Opron 4471 Fulton Rd., Cleveland, Ohio 44144
Property Address: _____
Date: 10/15/22 _____

The undersigned, buyer(s) and seller(s) are hereby notified that Paty Opron through her/his/its ownership in Erieview Select Title Agency Investors I, LLC, which owns 49% of Erieview Select Title Agency, LLC, has a business relationship with Erieview Select Title Agency, LLC. Because of this relationship, this referral may provide her/him/them a financial or other benefit.

In addition, Erieview Title Agency, LLC owns the remaining 51% of Erieview Select Title Agency, LLC. Erieview Title Agency, LLC will provide settlement services in conjunction with the services performed by Erieview Select Title Agency, LLC. Because of this relationship, this referral may provide Erieview Title Agency, LLC a financial benefit as well.

Paty Opron is acting as the realtor/builder/loan officer for one or more of the parties in the transaction involving the real estate located at: 4471 Fulton Rd., Cleveland, Ohio 44144

(Property address)

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for 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.


Erieview Select Title Agency, LLC provides the following settlement services for the following charges:

Title Insurance Premium	At State of Ohio filed rates
Title Insurance Endorsements	At State of Ohio filed rates
Title Examination Fee	\$295
Title Insurance Binder	\$100

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Paty Opron is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

In the event the Lender does not act as settlement or closing agent, then the closing will be handled by Erieview Title Agency, LLC.

	10/15/22		
Buyer	Date	Seller	Date

_____	_____	_____	_____
Buyer	Date	Seller	Date



EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 4471 Fulton Road, Cleveland, OH 44144
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 06/18/2022 through 06/18/2022 for the sum of \$129900 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 5 % of the total sale price or a minimum fee of 2500, whichever is greater, plus NA. Owner authorizes Broker to offer 2.5 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a *LIMITED HOME WARRANTY PLAN* at a charge of \$NA with deductible Yes No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law*; (2) *Federal Lead-based Paint Disclosure Form*; (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): NA

6. **FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 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.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** NA

8. **MORTGAGE:** (bank/amount) NA

9. **ADDENDA:** No MLS Short Sale
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: Haseeb Ahmed dotloop verified 06/17/22 5:10 PM CDT YFOE-TEYH-20HH-TISN OWNER SIGNATURE: _____

Print Name: XLNT PROPERTIES 21, LLC Print Name: _____

ADDRESS: _____ PHONE: _____

E-MAIL ADDRESS: haseeb.ah@hotmail.com DATE: _____

AGENT: Rakesh Baniya dotloop verified 06/17/22 6:04 PM EDT JTK-C955-KSCB-GDNI BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 2162187976 DATE: 06/16/2022



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: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
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.

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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





STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials Date _____

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: 4471 Fulton Road, Cleveland, OH 44144

Owners Name(s): XLNT PROPERTIES 21, LLC

Date:

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:

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 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):

- 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 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

Purchaser's Initials Date

Owner's Initials Date

Purchaser's Initials Date

Property Address 4471 Fulton Road, Cleveland, OH 44144

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 type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). Water heater was replaced in 2019 and furnace was replaced in 2021

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 type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<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, remediation or mitigation to the property: _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 4471 Fulton Road, Cleveland, OH 44144

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 _____

Purchaser's Initials Date _____

Owner's Initials Date _____

Purchaser's Initials Date _____

Property Address 4471 Fulton Road, Cleveland, OH 44144

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: Haseeb Ahmed dotloop verified
06/17/22 12:25 PM CDT
WFXV-ETLK-MVQ4-KBNM

OWNER:

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER:

PURCHASER:

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(In Compliance with Federal Law)

TO: XLNT Properties 21, LLC
 (Buyer, Seller or Borrower)

PROPERTY ADDRESS: 4471 FULTON RD
CLEVELAND, OH. 44144

FROM: Rakesh Baniya DATE: 06/16/2022
 (Party making referral)

We are pleased to recommend that you arrange title and/or escrow closing services through ACT Title Agency, LLC and Chicago Title Company LLC. ACT Title Agency, LLC is a title insurance policy issuing agent of Chicago Title Insurance Company and contracts with Chicago Title Company LLC for certain settlement services. PLEASE NOTE that Baniya Homes, LLC has a business relationship with ACT Title Agency, LLC and has an ownership of 35 interests in ACT Investors, LLC. ACT Investors, LLC has a 49% direct ownership interest in ACT Title Agency, LLC. Executive Title Agency Corp., a wholly owned subsidiary of Chicago Title has a 51% direct ownership interest in ACT Title Agency, LLC. Because of this relationship, this referral may provide Baniya Homes, LLC a financial or other benefit.

Below are the estimated range of charges for settlement services:

<u>Amount of Title Insurance Coverage for Owners Policy</u>	<u>Premium per \$1,000 of Contract Sales Price</u>	<u>Escrow / Service Fee</u>	<u>Conveyance Fee (Transfer Tax)</u>
Up to \$150,000	\$5.75 / \$1,000	\$640 - \$880 each to Purchaser and Seller depending on purchase price & county location of property	\$3.00 - \$4.00 per \$1,000 Per Contract Sales Price (Rounded to the nearest \$100) Depending on county location of property
Over \$150,000 up to \$250,000	Flat fee of \$187.50 + \$4.50/\$1,000		
Over \$250,000 up to \$500,000	Flat fee of \$437.50 + \$3.50/\$1,000		
Over \$500,000 up to \$10,000,000	Flat fee of \$812.50 + \$2.75/\$1,000		
Over \$10,000,000	Flat fee of \$812.50 + \$2.25/\$1,000		
Minimum Charge	\$175		

<u>Charges to Purchaser</u>		<u>Charges to Seller</u>	
½ of Owner's Title Insurance	per schedule above	½ of Owner's Title Insurance	per schedule above
Escrow / Service Fee	per schedule above	Escrow / Service Fee	per schedule above
Title Insurance Binder	\$37.50	Title Insurance Binder	\$37.50
Lender's Coverage (simultaneous issue)	\$100	Conveyance Fee (Transfer Tax)	per schedule above

Please Note: There may be additional charges depending on the particular needs of your transaction.

While we encourage you to use these companies, you are NOT required to use the listed provider 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.

Acknowledgment

I/we have read this disclosure form and understand that Baniya Homes, LLC is /are referring me/us to purchase the above-described settlement service(s), and may receive a financial or other benefit as a result of this referral.

Signature: *Haseeb Ahmed* dotloop verified
06/17/22 12:30 PM
CDT
3j4U-FT12-TJPA-S5NS Signature: _____ Date: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

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

Property Address: 4471 Fulton Road, Cleveland, OH 44144

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.

BUYER DATE

BUYER DATE

AGENT DATE

Ahmed Ahmed
dotloop verified
06/17/22 12:28 PM CDT
QEYV-8FW4-9QJ8-HUTX
SELLER DATE

SELLER DATE

Rakesh Banija
dotloop verified
06/18/22 5:27 PM EDT
388J-KKDD-E1FU-FCXT
AGENT DATE