



#### OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

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

1	JAM Estate Holdings, LLC ("BUYE	ER") offers to buy <u>9625 Reno Ave, Cleveland, OH 44105</u> ,
2	, Ohio, (the "Propert	y"). Permanent Parcel No. <u>135-17-091</u>
3 4 5 6 7 8 9 10 11 12	The Property, which BUYER accepts in its "AS IS" PRESENT PH rights, privileges and easements, and all buildings and fixtures, ind electrical, heating, plumbing and bathroom fixtures; all window and do and drapery fixtures; all landscaping, disposal, smoke detectors, of attached carpeting. The following items shall also remain: satellite of dishwasher; washer; dryer; radiator covers; window air co tools; screen; glass doors; fireplace grates; curtains and dr logs; smart/wireless doorbell system; smart or electronic dev battery back-up; television mounting hardware; water softener;	cluding such of the following as are now on the Property: all bor shades, blinds, awnings, screens, storm windows, curtain garage door opener(s) and any/all controls; all permanently dish; □range and oven; □microwave; □kitchen refrigerator; nditioner; □ central air conditioning; □gas grill; □fireplace aperies; □ceiling fan(s); □ wood burner stove inserts; □gas rices for HVAC systems; □ sump pumps and/or sump pump ]security system; □propane tank □_ownedleased
13	Also included:	
14	NOT included:	
15		
16 17	PRICE: BUYER shall pay the sum of	\$ 70000.00
18	payable as follows:	Q. <u></u>
19 20	Earnest Money will be deposited	
21	in a non-interest-bearing trust account with the	
22 23	Escrow Agent, as defined herein, within 4 days from the date of Acceptance, as defined below, and credited against purchase price:	
23 24	Acceptance, as defined below, and credited against purchase price.	
25	Wire transfer or Automated Clearinghouse Transfer (ACH)	
26	payment to Escrow Agent	\$ <u>1000.00</u>
27	Check payable to Escrow Agent	
28 29		
30	Cash down payment to be deposited in escrow:	\$69000.00
31		
32 33	The parties hereby direct the Escrow Agent to notify the parties' and their agents in writing upon receipt of any escrow funds.	
34	and their agents in whiting upon receipt of any esclow funds.	
35	Mortgage loan to be obtained by BUYER:	\$ <u>0</u>
36 37	□CONVENTIONAL, □FHA, □VA, ☑CASH, □OTHER	
38	SELLER shall pay 0 towards BUYER'S closing costs	s, pre-paid items and/or points through escrow at title transfer
39		
	EINANCINC: This offer is conditioned upon DIVED making	a written application for the above mortgage lean within
40 41	FINANCING: This offer is conditioned upon BUYER making a days after Acceptance, as herein defined, a	nd obtaining a written commitment for that loan on or about
42	If, despite BUYER'S good faith eff	orts, that commitment is not timely obtained, then this
43	AGREEMENT shall be null and void. Upon signing of a mutual rele	
44 45	the earnest money to BUYER without any further liability of either agents.	party to the other or to the Escrow Agent, Brokers and their
46	dgente.	
47	DEPOSIT: In the event of a dispute between the parties regarding	
48 40	required by Ohio law to maintain such funds in its trust account unti specifying disbursement; or (b) a final court order that specifies to w	
49 50	from the date the earnest money was deposited with the Depository,	
51	instructions or written notice that such legal action to resolve the di	
52	money to BUYER with no further notice to Seller.	
53		

54	CLOSING: AI	l funds	and	documents	necessary	for	the	completion	of	this	Agreement	shall	be	placed	in	escrow	v with
55	Infinity Title								_	(the	"Escrow	Ag	ent")	) on		or I	before
56	10/03/2022	_		and title sha	all be transfe	rred	on c	or about 10/0	)5/2	022							

57 SELLER and BUYER hereby authorize and instruct Escrow Agent to send a copy of their fully executed Closing Disclosure and 58 HUD-1 to the real estate brokerage(s) identified below promptly after title transfer.

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

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

74 POSSESSION: SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after

75 recording of the Deed or \_\_\_\_\_, whichever is later. BUYER agrees to transfer utilities commencing on

the date of possession. SELLER shall deliver possession of the Property in "broom clean" condition, with all trash and personal

77 property removed.

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

89 PRORATIONS: Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and 90 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are 91 advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may 92 not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax 93 94 duplicate for the calendar year of closing when it becomes available. If the Property is new construction and recently completed 95 or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S 96 net proceeds to pay those taxes when they become due and payable after title transfer. The Escrow Agent is instructed to release 97 98 the balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold \$ 250.00 99 from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment 100 of said charges and remit any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax 101 102 recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

104 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's 105 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through 106 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by 107 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due 108 BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other

VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee). SELLER
 shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits,
 if any, shall be credited in escrow to BUYER.

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

 119
 BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which □ will ☑ will not be

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 BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which □ will ☑ will not be

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 provided from\_\_\_\_\_\_ at a cost of \$\_\_\_\_\_\_, and which shall be charged to

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 □SELLER □ BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover

123 pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

124 125 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a licensed inspector of BUYER'S choice within 126 the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is solely responsible 127 for retaining a licensed inspector for each requested inspection and releases Broker and its agents from any and all liability 128 regarding the selection or retention of inspector(s).

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

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138	CHOICE	INSPECTION	EXP	EXPENSE		
139	Yes No		BUYER	SELLER		
140		GENERAL HOME 7 days	$\checkmark$			
141		SEPTIC SYSTEM days				
142		WELL BACTERIA AND FLOW RATE days				
143		RADONdays				
144		OTHER10 days	$\checkmark$			
145		(Specify)				
146		Any inspection deemed necessary by general home in	nspection			

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

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

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

The parties may mutually agree in writing to extend dates for inspections, repairs, or the deadline for any right to terminate the Agreement. SELLER shall provide reasonable access to the Property for BUYER to review repairs made by SELLER. Failure by BUYER to request to review SELLER'S repairs before title transfer shall be deemed a waiver by BUYER and BUYER'S acceptance of the Property "AS IS".

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No

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 $\mathbf{\nabla}$ PEST/WOOD DESTROYING INSECTS: An inspection of all structures on the Property shall be made by a 181 professional inspector or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and 182 such agency's written report shall be made available to BUYER before closing. If such report shows existing infestation or damage 183 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which 184 shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a 185 period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by 186 187 BUYER SELLER (unless FHA/VA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$1,500.00. 188 189

190 Yes No

191  $\checkmark$ LEAD BASED PAINT: BUYER shall have the right to have a risk assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10) 192 days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for 193 important information. In the event existing deficiencies or corrections are identified by the inspector in a written report, then 194 195 BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on 196 the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option 197 to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects 198 to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk 199 200 assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies, BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of 201 inspection at any time without SELLER'S consent. 202

BUYER I has (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM
 LEAD IN YOUR <u>8:40-AMMET</u> and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

BUYER HAS NOT (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within \_\_\_\_\_3\_\_\_ days from receipt.

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

218 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "**AS IS**" 219 **PRESENT PHYSICAL CONDITION**, including any latent defects and defects disclosed by the SELLER on the State of Ohio 220 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise 221 between the date of <u>Condition</u> and the date of recording of the deed.

BUYER**☑** HAS \_\_\_\_ to signing this offer. aM

09/14/22 8:40 AM MDT

dotloop verified

\_(BUYER'S initials) received a copy of SELLER's Ohio Residential Property Disclosure Form prior

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

SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have \_\_\_5\_\_ days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing in that time period, this Agreement may be declared null and void by either party.

236 REPRESENTATIONS AND DISCLAIMERS: SELLER and BUYER warrant that SELLER has completed the Ohio Residential Property Disclosure with no assistance from any brokerage or agent(s) and has otherwise disclosed all known material conditions 237 and defects in the Property, including the land and structures. BUYER understands and agrees that the brokerage(s) and agents 238 are not inspectors or contractors; they are not qualified to inspect a property and do not verify or investigate SELLER'S 239 representations and disclosures, including those made on SELLER'S Ohio Residential Property Disclosure. The parties hereby 240 release the brokerage(s) and agents from any and all claims, actions, injuries or damages relating to this transaction, including 241 any misrepresentations or omissions of SELLER. BUYER agrees that BUYER has not relied on any verbal or written 242 243 representations of any brokerage(s) or agent(s) about the Property, including without limitation its features, characteristics,

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

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

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

ADDENDA: The additional terms and conditions in the attached addenda Agency Disclosure Form Onio Residential Property 

Disclosure VA Addendum FHA Addendum Home Inspection Notice "For Your Protection" Condominium Addendum 

House Sale Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Addendum Price Escalation Addendum 🗹 Other Infinity ABA are made part of this Agreement. The terms and conditions of any addenda supersede any conflicting terms of the Agreement.

U			ny conflicting terms of the Agreement.
Aldo Martinez	dotloop verified 09/14/22 8:40 AM MDT OG2Q-X2GY-PQS7-4QYE		
(BUYER)	Date	(ADDRESS AND ZIP CODE)	(E-MAIL ADDRESS)
Aldo Martinez	dotloop verified 09/14/22 8:40 AM MDT LXIV-HJMD-FXDB-KYEK	]	
(BUTER)	Date	(TELEPHONE)	(E-MAIL ADDRESS)
ACCEPTANCE: SI	ELLER accepts the al	pove offer and irrevocably instructs the	Escrow Agent to pay from SELLER'S escrow fu
	•	eement, if applicable_ <u>Per Listing Agree</u>	
to Broker at (add	dress)		
\$ Three Percent	t	( 3%	%) of the purchase price to k
Williams Elevate, c	ooperating broker, at	18318 Pearl Road, Strongsville, Ohio	44136 .
,	1 5 ,		
		1	
(SELLER)	Date	(ADDRESS AND ZIP CODE)	(E-MAIL ADDRESS)
	Dato		
		4	
(SELLER)	Date	(TELEPHONE)	(E-MAIL ADDRESS)
The following infor	motion is provided for	the Feerow Acent's and Multiple Listin	
The following infor	nation is provided for	the Escrow Agent's and Multiple Listir	ig Services use.
Multiple Listing In	formation		
Christopher Kay		chrisckaylor@gmail.co	2011003065
		m	
(Listing agent name		e-mail address	(Listing agent license #)
Realty Trust Ser	rvices, LLC		9165
(Listing busken non			(listing broken office #)
(Listing broker nam		b arra a suith b aath an 22 @ r	Listing broker office #)
Heather Zelenk	a/ Joy Larson	homeswithheather23@g mail.com	
(Selling agent nam	e)	e-mail address	Selling agent license #)
	/		( ) -9
Keller Williams El	evate 2005016347		2717
(Selling broker nan	ne)		(Selling broker office #)

(Selling broker name)



P.O. BOX 30381 SALT LAKE CITY, UTAH 84130-9997

## **Contact Us**

1-855-497-1040

americanexpress.com/businesscheckinghome

JAM ESTATE HOLDING LLC 850 EUCLID AVE CLEVELAND OH 44114

## Statement Period

08/18/2022 - 08/31/2022

## **Business Checking Account Statement**

Account Ending	*5151
Account Name	General Operations

Statement Summary	as of 08/31/2022
Beginning Balance	\$0.00
Total Debits This Period	\$(37.66)
Total Credits This Period	\$353,851.72
Ending Balance	\$353,814.06

#### Interest

Interest Earned	08/18/2022 - 08/31/2022
Days in Statement Period	14
Interest Rate <sup>1</sup>	1.10%
Annual Percentage Yield Earne	d <sup>2</sup> 1.11%
Interest Earned this Period <sup>3</sup>	\$41.03
Interest Paid this Year	\$41.03

## **Account Activity**

<b>Date</b> 08/18/2022	Description Beginning Balance	Credits	Debits	Balance \$0.00
08/19/2022	ACH Outgoing Collection - Credit JAM Estate Holding LLC TRADEPAY *****3243 ALDO MARTINEZ-SALDANA Savings *****8345* PUBLIC SERVICE C ID: 009000093101770	\$30,000.00		\$30,000.00
08/29/2022	Wire Transfer: Credit ID: 009000111021071	\$323,810.69		\$353,810.69
08/30/2022	Online Transfer / Payment: Debit HARLAND CLARKE CHK ORDERS *****0019 o*****6730 JAM ESTATE HOLDING L C External - WELLS FARGO BANK NA (MINNESOTA) ID: 009000112034235		\$(37.66)	\$353,773.03
08/31/2022	Interest Deposit ID: 009000114028331	\$41.03		\$353,814.06
08/31/2022	Ending Balance			\$353,814.06

24/7 Account Access | World-Class Service

Accounts offered by American Express National Bank. Member FDIC.

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Statement Period 08/18/2022 - 08/31/2022

P.O. BOX 30381 SALT LAKE CITY, UTAH 84130-9997

#### Account Ending \*5151 Account Name General Operations

<sup>1</sup> Please note that the Interest Rate noted above reflects the rates as of the last day of this statement period. If rates were adjusted during the statement period, the rates reflected above may not have been the rate applied throughout the entire statement.

<sup>2</sup> The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

<sup>3</sup> No interest is earned on amounts over \$500,000.

# Realty Trust CONSUMER GUIDE TO Services BILLING AGENCY RELATIONSHIPS

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

#### **Representing the Sellers**

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

#### **Representing Buyers**

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

#### **Dual Agency**

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

## Representing Both the Buyer & Seller

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

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

## Working With Realty Trust Services- Our Policy On Agency

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

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

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

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

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

#### **Working With Other Brokerages**

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

#### **Fair Housing Statement**

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

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

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

JAM Estate Holdings, LLC

Name

(Please Print)

Date

Signature

rint)

08/30/2022

Name

(Please Print)

Aldo Martinez	dotloop verified 09/13/22 9:51 PM MDT JHLN-BUME-CS5L-DILW	09/13/2022
Signature	Date	

n

Disc	losure of Inform	nation on Lead-Base	ed Paint and/or Lead-Based	l Paint Hazards			
Lead Warning Sta	Lead Warning Statement						
Every purchaser of notified that such pu of developing lead including learning poisoning also pose required to provide in the seller's posses for possible lead-ba	any interest in re roperty may pres poisoning. Lead disabilities, reduces a particular ris the buyer with a sion and notify the sed paint hazard	ent exposure to lead j d poisoning in young ced intelligence quot sk to pregnant wome ny information on lead he buyer of any know s is recommended pro-	from lead-based paint that m g children may produce pen tient, behavioral problems, en. The seller of any interes nd-based paint hazards from n lead-based paint hazards. ior to purchase.	elling was built prior to 1978 is nay place young children at risk manent neurological damage, and impaired memory. Lead at in residential real property is risk assessments or inspections A risk assessment or inspection			
Property Addre	9625 9625	Reno Ave Cleve	land Ohio 44105				
Seller's Disclosure							
(a) Presence of le	ad-based paint	and/or lead-based	paint hazards (check (i) or	(ii) below):			
	wn lead-based lain).	paint and/or lead-t	based paint hazards are pr	resent in the housing			
(ii) 🖌 Selle	er has no know	ledge of lead-based	paint and/or lead-based p	paint hazards in the housing.			
(b) Records and r	eports available	e to the seller (chec	k (i) or (ii) below):				
			all available records and azards in the housing (list	reports pertaining to lead- documents below).			
	er has no report ards in the hous		ning to lead-based paint a	nd/or lead-based paint			
Purchaser's Ackno	owledgment						
(c) Purc	(c) Purchaser has received copies of all information listed above.						
(d) Purc	haser has recei	ved the pamphlet I	Protect Your Family from Lea	d in Your Home.			
(e) Purchaser has	(check (i) or (ii)	below):					
			ally agreed upon period) t lead-based paint and/or le	to conduct a risk assess- ead-based paint hazards; or			
		inity to conduct a r nd/or lead-based pa	isk assessment or inspection in the section is the section of the section is the section of the	on for the presence of			
Agent's Acknowle	dgment						
		the seller of the se sponsibility to ensu	eller's obligations under 42 re compliance.	2 U.S.C. 4852(d) and is			
Certification of Ac	curacy						
	s have reviewed		ve and certify, to the best of	their knowledge, that the			
CREATIVE FINAN	•		$\langle \langle \rangle$	08/30/2022			
Aldo Martinez	09/13/	p verified 22 9:51 PM MDT RBUB-ZDWP-9TFZ	Seller	Date			
Purchaser Christopher	. Kaylor	Date 8/30/2022	Heather A Zelenka	dotloop verified 09/13/22 11:19 PM EDT K9SI-FSSW-RUMA-PP6M			
Agent	1	Date	Agent	Date			

9625

dotloop signature verification: dtlp.us/7AHX-mnXt-8urY

#### **STATE OF OHIO**

**DEPARTMENT OF COMMERCE** 

Seller has never lived at property

## **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 Oa Date 08/30/2022 Owner's Initials Date Date



(Page 1 of 5)

2013

 $dot loop \ signature \ verification: \ dtlp.us/7AHX-mnXt-8urY$ 

	9625 Reno Ave C	leveland Ohio 44105		
A REAL PROPERTY OF COMPANY	ST	ATE OF OHIO DEPAR OF COMMERCE	rment	<u>2013</u>
	RESIDENT	FIAL PROPERTY DISC	LOSURE FORM	
Pursuant to section 5302	2.30 of the Revised Code	e and rule <u>1301:5-6-10</u> of the Ad	ministrative Code.	
	<b>BY OWNER (Please I</b> 625 Reno Ave Clevel			
	CREATIVE FINANCE	HOLDINGS LLC		
Date:8/30/2022	, 2			
Owner 🗌 is 🗌 is not c			ty, since what date:	
	lf o	wher is not occupying the prope	rty, since what date:	
THE FOLLOW	ING STATEMENTS C	OF THE OWNER ARE BASE	D ON OWNER'S ACTUAL KNOW	/LEDGE
Public     Privat	Water Service e Water Service e Well	pply to the property is (check ap Holding Tank Cistern Spring Pond	propriate boxes): Unknown Other	
			vater supply system or quality of the vertice of the vertice of the past 5 years):	
Is the quantity of water s	sufficient for your house	hold use? (NOTE: water usage w	vill vary from household to household	) Yes No
Public Leach Unkno If not a public or private Do you know of any pro	Sewer Field own sewer, date of last inspe evious or current leaks,	Private Sewer Aeration Tank Other ction: backups or other material proble	roperty is (check appropriate boxes): Septic Tank Filtration Bed Inspected By: ems with the sewer system servicing to but not longer than the past 5 years):	he property?
		e of the type of sewage system f the health district in which th	serving the property is available fro e property is located.	om the
			oblems with the roof or rain gutters? the past 5 years):	
<b>D) WATER INTRUSI</b> defects to the property, in If "Yes", please describe	ncluding but not limited	to any area below grade, baseme	akage, water accumulation, excess mo ent or crawl space? Yes No	oisture or other
Owner's Initials <sup>Oa</sup> Owner's Initials	Date		Purchaser's Initial Purchaser's Initial Purchaser's Initial	D09/13/2022 Date

(Page 2 of 5)

dotloop signature verification: dtlp.us/7AHX-mnXt-8urY

Property Address	9625	Reno Ave	Cleveland	Ohio	44105

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

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

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

## E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND

EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other
than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or
interior/exterior walls?

Yes No	If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any
problem identified	but not longer than the past 5 years):

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

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

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

		YES	NO	N/A		YES	NO	N/A	
1)	Electrical				8) Water softener				
2)	Plumbing (pipes)				a. Is water softener leased?			Ē	
3)	Central heating				9) Security System		П	Π	
4)	Central Air conditioning				a. Is security system leased?	Ē	Ē	Π	
5)	Sump pump	$\Box$		$\overline{\Box}$	10) Central vacuum			H	
6)	Fireplace/chimney	Π	Ē	F	11) Built in appliances	H	H	H	
7)	Lawn sprinkler	Ē	F	F	12) Other mechanical systems	H	H	H	
Ift	he answer to any of the ab	ove questi	ions is "Y	es", please des	scribe and indicate any repairs to the	mechanical	system ()		
tha	n the past 5 years):	1		, prouse ac.		meenamear	system (t	out not tonge	1
									-

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

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

Owner's Initials Oa	Date 08/30/2022
Owner's Initials	Date



dotloop signature verification: dtlp.us/7AHX-mnXt-8urY

9625 Reno Ave Cleveland Ohio 44105
I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No If "Yes", please describe:
Do you know of any oil, gas, or other mineral right leases on the property? Yes No
Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.
J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:       Yes       No       Unknown         Is the property located in a designated flood plain?       Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?       Is       Is
K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years):
L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No If "Yes", please describe:
Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No If "Yes", please describe:
Do you know of <b>any recent or proposed</b> assessments, fees or abatements, which could affect the property? Yes No If "Yes", please describe:
List any assessments paid in full (date/amount) List any current assessments:monthly fee Length of payment (years months)
Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. 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       4) Shared Driveway         2) Boundary Dispute       5) Party Walls         3) Recent Boundary Change       6) Encroachments From or on Adjacent Property         If the answer to any of the above questions is "Yes", please describe:
N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property:

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

Oa Owner's Initials	Data 08/30/2022
Owner's Initials	Date
Owner's Initials	Date



\_\_\_ Property Address\_9625 Reno Ave, Cleveland, OH 44105

## **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:	CREATIVE FINANCE HOLDINGS LLC	DATE:		
OWNER:	$\square$	DATE:	08/30/2022	

## **RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered <u>prior</u> 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 <u>www.dnr.state.oh.us</u>.

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

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

PURCHASER:	Aldo Martinez	09/13/22 9:51 PM MDT LJTE-L2C8-J3WC-SLRK	DATE: _	09/13/2022
PURCHASER:			DATE: _	

(Page 5 of 5)







## **Consumer Guide to Agency Relationships**

Keller Williams Elevate

We are pleased you have selected SD Development Group, LLC dba **Keller Williams<sup>®</sup> Elevate** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Keller Williams<sup>®</sup> Elevate can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

#### **Representing the Sellers**

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

#### **Representing Buyers**

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

#### **Dual Agency**

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

#### **Representing Both the Buyer & Seller**

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

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

#### Working with Keller Williams® Elevate

Keller Williams<sup>®</sup> Elevate does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but Keller Williams<sup>®</sup> Elevate and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Keller Williams® Elevate** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Keller Williams® Elevate** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party. If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

## **Consumer Guide to Agency Relationships** Keller Williams Elevate

As a buyer, you may also choose to represent yourself on properties Keller Williams® Elevate has listed. In that instance, Keller Williams<sup>®</sup> Elevate will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

#### Working with Other Brokerages

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

#### **Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, 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 you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

#### **RECEIPT OF CONSUMER GUIDE**

By signing below, I hereby acknowledge that I have received the "Consumer Guide to Agency Relationships" of Keller Williams Elevate.

MDT KD8V

JAM Estate Holdings, LLC , Print Name

Aldo Martinez	Ō	otloop verified 9/13/22 9:51 PM I QUX-JISW-MRBX-F
Signature	(date)	

Print Name

Signature

(date)





## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

(In Compliance with Federal Law)

To: JAM Estate Holdings, LLC

From: Keller Williams® ELEVATE and J5 Realty, LLC and Joy Larson
Property: _9625 Reno Ave, Cleveland, OH 44105
Date: <u>09/13/2022</u>

This is to give you notice that Keller Williams® ELEVATE and J5 Realty, LLC and Joy Larson are members of Infinity Title Investors I, LLC, which has a business relationship with Infinity Title Solutions. Infinity Title Investors I, LLC owns 49.9% of the limited liability company membership interests of Infinity Title Solutions, and Keller Williams® ELEVATE and J5 Realty, LLC and Joy Larson own approximately ten percent (10%) of the limited liability company membership interests of Infinity Title Investors I, LLC. Because of this relationship, this referral may provide a financial or other benefit to Infinity Title Investors I, LLC, Keller Williams® ELEVATE and/or J5 Realty, LLC and Joy Larson.

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

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

Further, this is to give you notice that Keller Williams® ELEVATE and many of its principals have a business relationship with Realty Insurance Agency ("RIA"). These principals of Keller Williams® ELEVATE indirectly own 4% of RIA. Because of this relationship, this referral may provide Keller Williams® ELEVATE and its principals a financial or other benefit.

**Realty Insurance Agency, LLC:** Insurance premiums vary with the amount of coverage. Policies for homes from \$50,000 to \$250,000 range from \$200.00 to \$1000.00.

I/We have read this disclosure form and understand that Keller Williams® ELEVATE and J5 Realty, LLC and Joy Larson are referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

Aldo Martinez	dotloop verified 09/13/22 9:51 PM MDT YUXV-KWYY-OF1L-RUFK	09/13/2022		
Purchaser/Borrower	D	ate	Seller	Date
Purchaser/Borrower	D	ate	Seller	Date
12 CRF 1024 – Appendix D				



## 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: 9625 Reno Ave, Cleveland, OH 44105

Buyer(s): Aldo Martinez

Seller(s):

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

The buyer will be represented by Heather Zelenka

, and 18318 Pearl Road

The seller will be represented by Christopher Kaylor
AGENT(S)

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

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

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

#### Agent(s)

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

and real estate brokerage

will

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

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

#### CONSENT

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

Aldo Martinez	dottogy verified 09/14/22 841 AM MDT 802Q-MJGQ-TD18-AWHT		
DOTENTENAN	DAIL	OLLEIVLANDEOND	DAIL
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: attorney or to:

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



#### Property Address: 9625 Reno Ave, Cleveland, OH 44105

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

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent 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 purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).
  - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)

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

#### Agent's Acknowledgment (initial)

(f)

(d)

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.

Seller	Date	Seller	Date
Aldo Martinez Purchaser	dotloop verified 09/14/22 8:41 AM MDT NMSD-ZNSS-S7VM-UQU8 Date	Purchaser	Date
Agent	Date	Heather AZelenka Agent	dotbop verified 09/14/22 10:18 AM EDT BMXQ-GM/C-FSKK-2JFE Date