

Residential Agent Full



Residential MLS: **4425842** Active
414 Prospect St, Berea, OH 44017
 Area: **302-Berea**
 Twp: **Berea**
 School Dist: **Berea CSD - 1804**
 Subdiv:
 Parcel ID: **363-21-011**

Subtype: **Single Family**
 County: **Cuyahoga**
 Map:

List Price: **\$59,000**
 Sold Price:
 List Date: **11/30/22**
 List Date Rec: **12/01/22**
 Pending Date:
 Off Mkt Date:
 Closing Date:
 Contingent Dt:
 Exp. Date:
 DOM/CDOM: **3/3**
 \$/SqFt: **\$28.61**

Supplements (4) Virtual Tour-Property Panorama

Directions: **South on Prospect south of bagley house is on the right**

Recent Change: **12/01/2022 : NEW**
 Association Bylaws:

Bedrooms: **3** Baths: **2** Full: **2** Half: **0** Laundry: **1**
 #BR Main Floor: **2** Upper: **0** **0** **0**
 # Rooms: **5** Main: **2** **0** **1**
 # Fireplaces: **1** Lower: **0** **0** **0**
 # Stories: **2**
 Style: **Bungalow, Colonial**
 Basement: **Yes / Partial, Unfinished**

Annual Taxes: **4609**
 Homestead: **No**
 Assessments: **No**

Room Name	Dim	Lvl	Wnd Trtmt	Fireplace	Flooring
Living Room		First			
Eat-in Kitchen		First			
Master Bedroom		First			
Bedroom		Second			
Bathroom		First			
Bathroom		First			
Laundry Room		First			

SqFt Approximate **FINISHED / Source:**
 Above Gr: **2062/Auditors Website**
 Below Gr: **-**
 TOTAL: **2062**

Lot Size (acres): **0.2300**
 Lot Front/Depth: Irr:

Heating Type/Fuel: **Forced Air / Electric, Gas**
 Cooling Type: **None**
 Garage # Cars: **2 Detached**
 Driveway: **Paved**
 Dwelling Type: **Detached**
 Fence:
 Water/Sewer: **Public Water, Public Sewer**
 Nat Resource Rights:
 Exterior Features:
 Lot Description:
 View Description:
 Appliances/Equip:
 Community Amenities:
 Remarks: **Hot prices on this Berea Home. 3 bedroom 2 bath home as it set with paved driveway detached 2 car garage. This home had a recent fire recently. Ready to make the home as you prefer, great opportunity for you next project. Great location close to schools, metro park, shopping and more. Property requires permits and repair approval from city.**

House Faces: **East**
 Exterior: **Vinyl**
 Roof: **Asphalt/Fiberglass**
 Year Built: **1853**
 Year Built Detail: **Actual YBT**

Disability Feat:
 Elevator:
 Warranty: **No**
 Fixer Upper:
 Public Trans:
 Avail for Auction: **No**
 Auction Date:

Office Information **9165/Realty Trust Services, LLC** **(440) 427-0123 F:(866) 632-9006** <http://https://www.facebook.com/CKPro>
 List Agent: **2011003065/Christopher C. Kaylor** **(330) 840-1073 F:(440) 226-8287** chrisckaylor@gmail.com
 Co-Lister:
 Showing Instruct: **Call Agent** **3308401073** List Type: **Exclusive Right**
 Showing Info: **Call agent for showing Waiver in supplements needs signed before waiver** Internet Listing: **Yes** No AVM Limited Service: **No**
 Occupied:
 Buy Broker Comp: **3** Ownership: Show Addr to Client: **Yes** Possession: **Negotiable**
 Other Comp: **Dual** Comp Explain: **3% or purchase price** Online Bidding: **No** Short Sale: **No**
 Available Finance: **Cash** Court Ordered/PSO: **No**
 Broker Remarks: **Text agent for access or call. Attached waiver needs signed before access. Agent must be present for all showings. Contact listing agent about status with home and building departments, no power take a flashlight. Cash only due to condition. Previous tenant is using garage for storage at this time. Property is currently on condemned notice.** Lockbox Serial #: No
 Owner Name:

Comparable Information / Orig List Price: **\$59,000** Financed:
 Sell Agent: List Price: **\$59,000** Sale Date:
 Co-Seller: Sold Price:
 Selling Comments: Seller Pd Closing Costs:

Prepared By: Jennifer Adams

Information is Believed To Be Accurate But Not Guaranteed

Date Printed: 12/03/2022 10:48 AM



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: 414 Prospect St, Berea, OH 44017

Buyer(s): Developer's Specialty Services, LLC

Seller(s): Jeffrey C Dilley

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Courtney Hatfield / Jennifer Adams, and McDowell Homes Real Estate Services
AGENT(S) BROKERAGE

The seller will be represented by Christopher C. Kaylor, and Realty Trust Services, LLC
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

CONSENT

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

Michael Kiverra dotloop verified 12/03/22 3:20 PM EST j8PFATQc-CvH-gJQF
BUYER/TENANT DATE

BUYER/TENANT DATE

Jeffrey C Dilley 12/06/2022
SELLER/LANDLORD 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



12/06/2022



RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

This is a legally binding agreement. The parties are advised to review carefully and to consult with an attorney if they have questions of law before signing.



1 The undersigned Developer's Specialty Services, LLC ("Buyer")
2 offers to buy 414 Prospect St, Berea, OH 44017, Ohio,
3 Permanent Parcel No(s). 36321011 (the "Property").

4 The Property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION
5 except for normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and
6 all buildings and fixtures, including such as are now on the Property: all electrical, heating, plumbing and
7 bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and
8 drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and ALL controls; all
9 permanently attached carpeting. The following items shall also remain (NOTE: do not check if leased):
10 [] satellite dish; [] range/oven; [] microwave; [] kitchen refrigerator; [] dishwasher; [] washer; [] dryer.
11 [] radiator covers; [] window air conditioner; [] central air conditioning; [] gas grill; [] fireplace tools.
12 [] fireplace screen; [] fireplace glass doors; [] fireplace gas logs; [] fireplace grates; [] wood burner stove inserts.
13 [] all existing window treatments; [] ceiling fan(s); [] carbon monoxide detectors; [] television mounting
14 hardware; [] water softener; [] security system; [] freezer; [] indoor grill; [] invisible fence transmitter and
15 collar(s).

16 Also included: n/a
17 NOT included: n/a

18 This Agreement supersedes any marketing of the Property, including multiple listing service descriptions.

19 SECONDARY OFFER: This [] is [x] is not a secondary offer. This secondary offer, if applicable, will become
20 a primary contract upon BUYER'S receipt of a signed copy of the release of the preceding contract on or
21 before n/a. BUYER shall have the right to terminate this secondary contract by delivering
22 written notice to the SELLER or to SELLER'S agent at any time before BUYER'S receipt of the release of
23 the primary contract. BUYER shall deposit earnest money within seven (7) days from the date of BUYER'S
24 notice of becoming the primary contract. BUYER and SELLER agree to sign an addendum specifying the
25 date for loan application, loan approval, deposit of funds and documents, title transfer and possession.

26 PRICE: BUYER shall pay the sum of \$64,000.00
27 payable as follows: \$59,000.00

28 Earnest Money will be deposited into a non-interest-bearing trust
29 account with the Escrow Agent, as defined herein,
30 within seven (7) days from the date of Acceptance, three (3) days
31 as defined herein and credited against purchase price..... \$4,000.00

32 The Earnest Money shall be delivered to the Escrow Agent via:
33 [] Wire transfer [x] Check to Escrow Agent
34 Cash down payment to be deposited with the Escrow Agent..... \$ Remaining Balance
35 Mortgage loan to be obtained by BUYER..... \$ n/a

36 Ohio law requires deposits to an Escrow Agent (earnest money and/or down payment) in excess of \$10,000 to
37 be conveyed by wire transfer. The parties hereby direct the Escrow Agent to provide written confirmation of
38 receipt of the Earnest Money to the Brokers and Agents involved in this transaction.

39 [] Conventional [] FHA [] VA [x] CASH [] OTHER
40 [] SELLER agrees to pay n/a towards BUYER'S closing costs, points and/or prepaids.

41 ELECTRONIC DATA SECURITY: Broker, its agents and employees will never ask any party to wire funds
42 or request personal financial data, including without limitation credit or debit card or bank account numbers. The

Signature lines for Seller (jcd) and Buyer (MK) with dates 12/06/2022.

Property Address: 414 Prospect St, Berea, OH 44017

43 parties agree to independently confirm any communications instructions, including requests for financial
44 information or transfer or deposit of funds, directly with Escrow Agent identified herein. The parties hereby
45 release all Brokers and agents involved in this transaction from any and all claims, damages, and causes of action
46 related to any unlawful electronic data security access by a third party.


47 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage
48 loan at a lender of BUYER'S choice within n/a days after Acceptance, as hereinafter defined, and
49 obtaining a written commitment for that loan on or about n/a . This offer is further contingent
50 upon the Property appraising at or above the purchase price by BUYER'S lender's appraiser. If, despite
51 BUYER'S good faith efforts, that commitment is not timely obtained, then this Agreement shall be null and
52 void. Upon execution of a mutual release by SELLER and BUYER, the earnest money shall be returned to
53 the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In
54 the event of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the
55 "Depository") is required by Ohio law to maintain such funds in its trust account until its receipt of (a) written
56 mutual authorization of both parties specifying disbursement; or (b) a final court order that specifies to whom
57 the earnest money is to be awarded. The parties agree that the earnest money shall be retained in the trust
58 account until title transfer whereupon it will be applied against any commission due to the broker and any
59 earnest money that exceeds the commission due to the broker shall be remitted to the escrow agent.

60 **CLOSING AND POSSESSION:** All funds and documents necessary for the completion of this transaction
61 shall be placed with the lending institution or Maximum Title & Escrow Services
62 ("Escrow Agent") on or before 12/26/2022 and title shall be transferred on or about 12/27/2022
63 SELLER shall deliver possession and occupancy to BUYER on or before n/a AM PM n/a day(s) after
64 recording of the Deed or n/a , whichever is later. BUYER shall assume service of utilities
65 commencing on the date of possession, and SELLER shall maintain active service of utilities until possession
66 transfer. SELLER shall deliver possession of the Property free and clear of debris and personal property and
67 in broom swept condition.

68 **WALK THROUGH:** The parties agree that BUYER may elect to walk through the Property on or about
69 n/a day(s) before title transfer solely to verify that it is in the same or similar condition, absent normal
70 wear and tear. BUYER shall not raise issues about the condition of the Property if the condition existed when
71 BUYER last viewed or inspected it. If the walk-through evidences a material adverse change in the Property's
72 condition, BUYER shall promptly notify SELLER and the Escrow Agent in writing of the material adverse
73 change. The parties shall thereafter agree in writing as to either a BUYER credit to repair the material adverse
74 change or for sums to be withheld by the Escrow Agent from SELLER'S proceeds pending completion of
75 repair of the material adverse change. Any failure by BUYER to conduct BUYER'S walk-through as provided
76 herein shall be deemed an absolute waiver of it and acceptance of the Property in its "AS IS" condition.

77 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed,
78 if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any
79 mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and
80 encroachments as do not materially adversely affect the use or value of the Property; c) zoning
81 ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable. SELLER
82 shall furnish an Owner's Fee Policy of Title Insurance from the Escrow Agent in the amount of the purchase
83 price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have
84 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title
85 subject to each defect without any reduction in the purchase price; or b) terminate this Agreement, in which

12/06/2022
jcd
Seller Initials & Date


12/06/2022
Buyer Initials & Date

12/04/22
7:38 PM EST
dotloop verified

jcd

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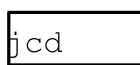
86 case neither BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both
87 BUYER and SELLER agree to sign a mutual release, whereupon the Escrow Agent shall return the earnest
88 money to BUYER.


89 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if
90 any, taxes and assessments, and homeowners association fees and assessments, if any, shall be prorated
91 by the Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated
92 based upon the latest available tax duplicate. The parties agree to consult with the county auditor’s office
93 about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the
94 amount of taxes owed. The parties shall adjust directly any changes in proration when the tax duplicate
95 for the calendar year of closing becomes available. If the Property is new construction and recently
96 completed or in the process of completion at the time of the Agreement, then the escrow agent is
97 instructed to make a good faith estimate of the taxes to be owed on the value of the improved Property to
98 the date of title transfer and reserve sufficient funds in escrow from SELLER’S net proceeds to pay those
99 taxes when they become due and payable after title transfer. The escrow agent is instructed to release the
100 balance of the funds on reserve once it receives notice from the county auditor that the taxes on the land
101 and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold
102 \$ \$200.00 from SELLER to secure payment of final water and sewer charges, if any. The Escrow
103 Agent is instructed to either pay said charges or verify SELLER’S payment of said charges and remit any
104 balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment
105 (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

106 **CHARGES/ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions
107 subject to the Escrow Agent’s standard conditions of acceptance that inconsistent with this Agreement.
108 SELLER shall pay the following costs through escrow: a) any governmental conveyance fee or transfer
109 tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and
110 to record the cancellation thereof; c) title exam and one half the cost of insuring premium for Owners Fee
111 Policy of Title Insurance; d) deed preparation costs; e) prorations due to BUYER; f) real estate
112 brokerage commissions as described below; and g) one-half of the escrow fee (unless VAFHA
113 regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire
114 escrow fee) . BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless
115 prohibited by VA/FHA regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of
116 Title Insurance; c) all recording fees for the deed and any mortgage, and d) a commission of \$499.00 to
117 McDowell Homes Real Estate Services for brokerage services rendered to BUYER if represented by
118 McDowell Homes Real Estate Services.

119 **LIMITED HOME WARRANTY:** BUYER acknowledges the availability of a LIMITED HOME
120 WARRANTY which will will not be provided by _____ n/a _____ at
121 a cost of \$ _____ n/a _____. The cost of the warranty, if elected, shall be paid by SELLER BUYER
122 through escrow at title transfer. The parties acknowledge that the limited home warranty requires
123 BUYER to pay a deductible and does not cover pre-existing defects in the Property and that broker or
124 agents may receive a fee from the warranty provider.

125 **BUYER’S DUE DILIGENCE AND INSPECTIONS:** This Agreement is subject to BUYER’S
126 inspection(s), as elected below, which shall be conducted by an independent professional inspector(s) of
127 BUYER’S choice within specified number of days from the date of Acceptance, as herein defined. While
128 Broker(s) and agent(s) may refer inspectors or contractors to BUYER, BUYER shall be solely responsible

 12/06/2022
Seller Initials & Date

 _____
Buyer Initials & Date

Property Address: 414 Prospect St, Berea, OH 44017


129 for choosing and retaining any inspector, contractor or other service provider. BUYER acknowledges
130 that waiver of any inspection or evaluation of the Property is against the advice of BUYER'S brokerage
131 and agents. BUYER is advised that real property may have latent (hidden) defects and conditions, hence
132 BUYER must inspect and make diligent inquiry about the Property, including the land, dwelling, and any
133 improvements. BUYER shall inspect and evaluate all aspects of the Property and retain independent
134 professionals to do so on BUYER'S behalf. (When applicable, BUYER shall retain a general home
135 inspector licensed by the State of Ohio.) BUYER shall review public records and consult with local and
136 county government about the Property, including without limitation as to BUYER'S intended use.
137 BUYER shall carefully review SELLER'S representations and disclosures, including SELLER'S Ohio
138 Residential Property Disclosure Form, and make inquiry of SELLER if additional information is deemed
139 necessary. BUYER shall not rely upon any written or verbal representations of the broker(s) and agent(s).
140 BUYER agrees to hold the broker(s) and agents involved in this Agreement harmless from all claims,
141 actions, injuries or damages relating to the Property after title transfer. BUYER acknowledges that
142 inspections required by any state, county, local government, and/or VA/FHA, including the FHA
143 appraisal, do not replace the need for BUYER'S independent inspections.

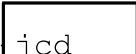
144 **BUYER must indicate "yes" for each professional inspection desired and the number of days**
145 **following the date of Acceptance that BUYER must conduct each inspection elected.**


ELECTED		INSPECTION	EXPENSE	
Yes	No		BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOLD <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/WOOD DESTROYING INSECTS <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ADDITIONAL INSPECTIONS <u> n/a </u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>

** Buyer is waiving all contingencies

(AS RECOMMENDED BY INSPECTOR)

157
158 **WAIVER:**  (BUYER Initials) BUYER elects to waive each professional inspection to
159 which BUYER has not indicated "YES." Any failure by BUYER to perform, within the time specified, any
160 inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of
161 the Property by BUYER in its "AS IS" condition. Within three (3) days after completion of the last inspection,
162 BUYER shall elect one of the following: a) remove the inspection contingency and accept the Property in its
163 "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER's agreement to
164 repair specific issues identified in a written inspection report repaired by a qualified contractor in a professional
165 manner at SELLER'S expense. If the parties do not agree upon repairs in writing within three days from the
166 date of BUYER's request, then BUYER shall have one (1) additional day to remove the inspection contingency
167 and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; or c) terminate this Agreement
168 if written inspection report(s) identify material latent defects NOT previously disclosed in writing by SELLER.
169 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
170 Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in
171 full force and effect. If the Property is accepted subject to the SELLER repairing specific defects, BUYER
172 shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to Purchase Agreement
173 removing the inspection contingency and identifying the defects which are to be repaired. SELLER and
174 BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection
175 report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written



 12/06/2022
Seller Initials & Date



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Buyer Initials & Date

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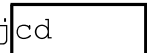
176 agreement is not signed by both parties within those three (3) days, then this Agreement shall be null and void
177 and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this Agreement
178 based upon newly discovered material latent defects in the Property, then BUYER shall provide a copy of the
179 written inspection report to SELLER and both parties agree to promptly sign a mutual release. Upon signing
180 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without
181 any further liability of either party to the other or to Broker(s). The parties may agree IN WRITING to extend
182 the dates for inspections, repairs, or the deadline for exercising their right to terminate the Agreement. SELLER
183 shall provide reasonable access to the Property for BUYER to review and approve any conditions corrected
184 by SELLER. Any failure by BUYER to request a review of SELLER'S repairs before title transfer shall be
185 deemed a waiver of the review and acceptance of the Property AS IS.


186 **LEAD-BASED PAINT INSPECTION:** YES NO BUYER shall have the right to have a risk
187 assessment or inspection of the Property by a qualified inspector, for the presence of lead-based paint
188 and/or lead based paint hazards at BUYER'S expense within ten (10) days after Agreement. (See EPA
189 pamphlet "Protect Your Family from Lead in Your Home" for more information.) If existing deficiencies or
190 corrections are identified by the inspector in a written report, then BUYER shall have the right to terminate
191 the Agreement or request that the SELLER repair the specific existing deficiencies noted on the written
192 inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written
193 inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of
194 repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's
195 written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees
196 to provide to BUYER prior to title transfer with a certificate from a qualified risk assessor or inspector
197 demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,
198 BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER
199 may remove this right of inspection at any time without SELLER'S consent.

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

205 **REPRESENTATIONS AND DISCLAIMERS:** SELLER warrants that SELLER has completed the Ohio
206 Residential Property Disclosure form with no assistance from any broker or agent(s) and otherwise disclosed
207 all known material conditions and defects in the Property, including the land and dwelling. The parties hereby
208 release, indemnify and hold the brokerage(s) and agents harmless from any and all claims, actions, injuries or
209 damages relating to this transaction and the Property, including any misrepresentations or omissions of
210 SELLER. BUYER acknowledges and agrees that the brokerage(s) and agents do not verify or investigate
211 SELLER'S representations and disclosures, including those made on the Ohio Residential Property Disclosure
212 form. BUYER agrees that BUYER has not relied on any verbal or written representations of any Broker(s) or
213 agent(s) about the Property, including without limitation its features, characteristics, improvements, fitness,
214 use, value, or condition, MLS information, square footage, zoning, lot dimensions, mold, structure, soils,
215 homeowners' restrictions and/or fees, public and private assessments, utilities, taxes, or special assessments.
216 BUYER HAS  (BUYER'S initials) read and reviewed and received a copy of SELLER'S Ohio
217 Residential Property Disclosure Form dated 11/30/2022.
218 BUYER HAS NOT  (BUYER'S initials) received a copy of SELLER'S Ohio Residential
219 Property Disclosure Form. This offer is subject to SELLER completing the Residential Property Disclosure Form and
220 BUYER'S review and approval of the disclosure form within 3 days from receipt.

221 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the

 jcd _____ 12/06/2022
Seller Initials & Date

 _____
Buyer Initials & Date

Property Address: 414 Prospect St, Berea, OH 44017

222 local sheriff's department pursuant to Ohio's sex offender law. BUYER acknowledges that any such
223 information may no longer be accurate. BUYER agrees to inquire with the Ohio attorney general's office or
224 the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own
225 inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

226 **POINT OF SALE, COUNTY AND MUNICIPAL INSPECTIONS, BUILDING AND CODE**
227 **COMPLIANCE:** SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply
228 lines found between the street and foundation at the time of transfer or restoration of utilities. SELLER shall
229 at SELLER expense order and have performed every required inspection by all government entities, including
230 without limitation municipal and county point of sale ordinances and promptly provide BUYER the written
231 reports, certificates or any other required material issued as a result of all such inspections. SELLER shall be
232 responsible for correction of all items delineated on said reports prior to title transfer and provide written
233 notice of compliance to BUYER, Escrow Agent and any other parties required before walk through of
234 the Property, as outline herein. If all repairs and upgrades required for compliance cannot be completed
235 before walk through, the parties may agree to have funds held in escrow as may be required by any
236 government entity, mortgage lender or by agreement of the parties. SELLER agrees to comply with all
237 local governmental point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with
238 copies of any notices received from governmental agencies to inspect or correct any current building code,
239 safety or health violations and all point-of-sale reports.

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

247 **REFERRALS TO THIRD PARTIES:** Broker does not promote, insure or endorse the referral or
248 recommendation of any independent business, activities or service by any of its agents, including those in
249 which Agent and/or any member of Agent's family has an ownership interest. It is the sole and exclusive
250 choice of BUYER to retain any independent service provider relating to the sale of the Property.

252 **ADDENDA:** The following are attached hereto and incorporated herein by reference: State of Ohio Agency
253 Disclosure Form Ohio Residential Property Disclosure Form VA/FHA Addendum Home Inspection
254 Notice "For Your Protection" Condominium Addendum House Sale Concurrency or Contingency
255 Addendum Lead Based Paint Addendum Affiliated Business Arrangement Disclosure
256 Other(s) Any other addenda not noted above
257 are made part of this Agreement. The terms and conditions of any addenda supersede any conflicting terms of
258 the Agreement.

260 **ADDITIONAL TERMS:** ~~** This offer expires on Mon, Dec 5th, 2022 at 9 am **~~
261  jcd
262 dotloop verified

264 **9 DAY CASH BACK GUARANTEE PROGRAM:** It is acknowledged and agreed that SELLER shall
265 receive a commission reduction of \$ n/a from the listing broker as an inducement to enter
266 into this Agreement, as outlined in the 9 Day Cash Back Guarantee Seller Agreement addendum to the listing
267 Agreement.

 jcd 12/06/2022
Seller Initials & Date
 Buyer
Buyer Initials & Date

Property Address: 414 Prospect St, Berea, OH 44017

268 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days.
269 "Acceptance" shall occur when the latter of the parties signs this Agreement without making material change
270 and then delivers either written or verbal notice of such signatures to the other party or the other party's agent.
271 Upon Acceptance, this offer and all attachments and addenda, shall become an Agreement binding on BUYER
272 and SELLER, their heirs, executors, administrators, and assigns. The parties agree that the Brokers and agents
273 have no authority to bind either party to any offer, counteroffer, or Acceptance of this Agreement. The terms,
274 covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery
275 and recording of the Deed. This Agreement may be executed by original, electronic or digital signature of
276 each of the parties and may be delivered by facsimile or electronic means. This Agreement represents the
277 entire agreement between the parties, and there are no other representations, warranties or understandings
278 between them, except as outlined herein. SELLER and BUYER acknowledge and agree that brokers and
279 agents may provide real estate services only and thus the parties agree to consult with independent
280 professionals for legal, tax, inspection, engineering or other types of advice. The parties agree that they have
281 carefully read and understand this Agreement and that they are executing it with the intent to be legally bound.

282 Michael Kucera dotloop verified
12/03/22 3:20 PM EST
W3YX-CWBX-46VM-7LRF mkucera@dssbuilders.com
283 BUYER Date Email Phone
284 _____
285 BUYER Date Email Phone
286 _____
287 Address

288 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a note for the earnest money, subject to terms of the
289 above offer; (OR) check made payable to Escrow Agent as depository.

290 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S
291 escrow funds a commission of _____ 3% or purchase price _____ percent (____ 3% ____%) of
292 the purchase price to **McDowell Homes Real Estate Services, 7230 Mentor Ave. Mentor, Ohio 44060.**

293 _____
294 SELLER Date Email Phone
295 J. Seller _____
296 SELLER Date 12/06/2022 Email Phone
297 _____
298 Address

300 The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their
301 agents and is not part of the terms of the Agreement. Multiple Listing Information:

302 Christopher Kaylor 2011003065 Jennifer Adams / 2021004408 /
303 Courtney Hatfield 2018003254
304 Listing agent name(s) Listing agent license # Selling agent name(s) Selling agent license #
305 Realty Trust Services, LLC 9165 McDowell Homes Real Estate 9545
306 Services
307 Listing brokerage Listing brokerage office # Selling brokerage Selling brokerage office #
308

jcd 12/06/2022
Seller Initials & Date

MK
Buyer Initials & Date



PROMISSORY NOTE

Property Address: 414 Prospect St, Berea, OH 44017

Date 12/03/2022

After date, I/We promise to pay to the order of:

Maximum Title & Escrow Services

Company Name

~~two thousand~~ four thousand



Dollars \$ \$4,000.00 ~~\$2,000.00~~

with interest at -0- percent per annum for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE IS ON DEMAND

Michael Kucera



Buyers Name (print)

Date

Buyers Signature

Buyers Name (print)

Date

Buyers Signature



WALK-THROUGH ADDENDUM

Property Address: 414 Prospect St, Berea, OH 44017

This Addendum is made part of the Agreement between Michael Kucera (Buyer) and Jeffrey C Dille (Seller) for the address listed above (the "Property") with offer dated 12/03/2022.

The parties agree that the Buyer will be given an opportunity to walk through the Property on or about n/a 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, as at the time of the execution of the Agreement. Buyer's failure to exercise this opportunity in the time period described herein shall be deemed as acceptance of the property.

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 previously viewing the Property or having been resolved and agreed to in previous addendums to the Agreement.

In the event that the walk-through evidences a material adverse change in the condition of the Property, the Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree, in writing to: (1) an amount to be held in escrow from Seller's proceeds pending correction of the material adverse change; or (2) an amount to be credited to Buyer through escrow at the time of title transfer; or (3) to have Seller, at Sellers expense, correct the problem (material adverse change) specifically identified by Buyer prior to transfer; or (4) void the Agreement and the Earnest Monies shall be returned to Buyer as stated in the Agreement; or (5) Buyer will remove the Walk-Through Contingency by signing the Removal of Contingency below.

Additional Terms and Conditions: _____

[Signature] 12/06/2022

Buyer Date

Seller Date

Buyer Date

Seller Date

Removal of Walk-Through Contingency: The undersigned Buyer hereby waives and removes the Walk-Through Contingency in the above referenced Purchase Agreement. Failure to respond deems acceptance.

Michael Kucera dotloop verified 12/03/22 3:20 PM EST JW9K-Y70B-SKQY-TWKK

Buyer Date

Buyer Date



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

Seller has never lived at property. Seller to make no repairs Buyer to pull all permits to repair home.

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials icd Date 11/30/2022
Owner's Initials _____ Date _____

Purchaser's Initials  Date _____
Purchaser's Initials dotloop verified Date _____



2013

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: 414 Prospect Rd. Berea Ohio 44017

Owners Name(s): Jeffery C. Dilley

Date: _____, 20____

Owner [] is [X] 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):

- [X] Public Water Service [] Holding Tank [] Unknown
[] Private Water Service [] Cistern [] Other
[] Private Well [] Spring
[] Shared Well [] Pond

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] 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):

- [X] Public Sewer [] Private Sewer [] Septic Tank
[] Leach Field [] Aeration Tank [] Filtration Bed
[] Unknown [] 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 j d Date 11/30/2022
Owner's Initials _____ Date _____

Purchaser's Initials [Signature] Date _____
Purchaser's Initials [Signature] Date _____

414 Prospect Rd. Berea Ohio 44017

Property Address

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

If "Yes", please describe and indicate any repairs completed:

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken:

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

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

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed:

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years):

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

	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 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):

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

Owner's Initials jcd Date 11/30/2022
Owner's Initials _____ Date _____

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

414 Prospect Rd. Berea Ohio 44017

Property Address _____

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes

No

Unknown

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

Yes

No

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 jcd Date 11/30/2022
Owner's Initials _____ Date _____

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

Property Address 414 Prospect Rd. Berea Ohio 44017

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: Jeffery C. Dilley DATE: _____

OWNER:  DATE: 11/30/2022

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER:  dotloop verified
12/03/22 3:20 PM EST
EKRV-BJH5-EYYH-MW4F DATE: _____

PURCHASER: _____ DATE: _____

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.

Property Address: 414 Prospect Rd. Berea Ohio 44017

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 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.

Purchaser's Acknowledgment

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

(d) 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

(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.

Jeffery C. Dilley			11/30/2022
Seller	Date	Seller	Date
			
Purchaser	Date	Purchaser	Date
	11/26/2022		
Agent	Date	Agent	Date

America's Preferred Home Warranty

Start A Claim 24/7:
APHW.COM
800.648.5006



**Home systems break.
Your budget shouldn't.**

**You choose your own licensed contractor
for all covered repairs.**

Standard Coverages:
Washer & Dryer
Exterior Water & Sewer Lines

NEW

Optional Plan:
**Home Entertainment
& Technology Plan**

Certain items and events are not covered by this contract.
Please refer to limitations, restrictions and exclusions in this contract brochure.

Acceptance/Invoice

Contract Number: _____



To obtain a contract number call: 1.800.648.5006
America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201
Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.
NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.
~ Please be sure to fill in all applicable areas of information. ~

Seller(s) Name(s)

Jeffrey C Dilley
Property Address Number & Street
414 Prospect St
City State County Zip
Berea, OH Cuyahoga 44017
Phone Number(s)
Seller(s) E-mail(s)

Buyer(s) Name(s)

Michael Kucera
Phone Number(s)
Buyer(s) E-mail(s)
mkucera@dssbuilders.com

Real Estate Office

McDowell Homes Real Estate Services
Address
7230 Mentor Ave
City State Zip
Mentor, OH 44060
Phone Number Fax Number
440-205-2000 440-528-3569

Real Estate Agent

Agent's E-mail
Closing Date Listing date
12/19/2022 11/30/2022

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X _____ Date _____
X _____ Date _____
Buyer(s) Signature(s) X _____ Date _____
X _____ Date _____

WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

Seller(s) Signature(s) _____ Date _____
Buyer(s) Signature(s) *Michael Kucera* _____ Date _____

HOUSING TYPE (Please Check One)

- Single/Family Condo/Townhouse
- Duplex (2 warranties) Triplex (3 warranties)
- Fourplex (4 warranties) New Home Construction
- Manufactured Home Year Manufactured: _____
- Foreclosed/Repossessed Home**

**See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan - One Year..... \$695
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

Single Family Plans

- One Year: \$100 Deductible..... \$499
- One Year: \$50 Deductible..... \$535
- Two Years: \$100 Deductible..... \$950

Condo/Townhouse Plans

- One Year: \$75 Deductible..... \$475
- Two Years: \$75 Deductible..... \$899

New Construction Plan for Buyers

- Three Years: \$75 Deductible..... \$600
Coverage begins 366 days after closing and continues for three years.

Multi-Family Unit Plans (\$75 Deductible)

- One Year: Duplex (2 warranty agreements) \$950
- One Year: Triplex (3 warranty agreements) \$1,250
- One Year: Fourplex (4 warranty agreements).. \$1,599

BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade ... \$160 x ___ yrs. = \$ _____
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.
- Additional Refrigerators.....\$50 x ___ yrs. = \$ _____
- Gas Fireplace.....\$50 x ___ yrs. = \$ _____
- Inground Pool/Spa\$185 x ___ yrs. = \$ _____
- Premium/
Salt Water Pool/Spa\$345 x ___ yrs. = \$ _____
- Sprinkler System.....\$50 x ___ yrs. = \$ _____
- Termite Control.....\$50 x ___ yrs. = \$ _____
- Water Softener.....\$85 x ___ yrs. = \$ _____

SELLER'S COVERAGE

- Seller Preferred Upgrade \$100

HOME ENTERTAINMENT & TECHNOLOGY PLAN

- \$75 Deductible..... \$199 x ___ yrs. = \$ _____

Plan Cost(s) \$ _____
Option Cost(s)..... \$ _____
Total..... \$ _____

PLEASE REMIT PAYMENT TO:
AMERICA'S PREFERRED HOME WARRANTY
PO BOX 772150 | DETROIT, MI 48277-2150

SUBMIT





Summary for Enclosed Statements

Statement Period
September 1-30, 2022

Your Independent Investment Manager and/or Advisor

ARBOR POINT ADVISORS LLC
ATTN: BRADLEY J. SCHLANG
12325 PORT GRACE BLVD
LA VISTA NE
68128-8204
1 (216) 839-2610

This report is provided by Schwab. Except as noted in the terms and conditions, your Investment Manager and/or Advisor is independently owned and operated and not an affiliate with Schwab. For questions about this summary, or if there is a change in your financial situation, investment objectives, or risk profile, please contact your Independent Investment Manager and/or Advisor.

3 Statements Enclosed

Name on Account Account # Account Type	Starting Value Ending Value	Deposited/ Withdrawn		Purchases Sales	Total Income		Unrealized Gain or (Loss)	Realized Gain or (Loss) x	
		Net Investments	Net Cash		Taxable/ Tax-Exempt	Cost Basis		Short Term Cost Basis	Long Term Cost Basis
1 MICHAEL KUCERA Contributory IRA	19,525.28 17,817.35	0.00	0.00	(69.85)	0.00	69.85	3,216.44	0.00	-
2 MICHAEL KUCERA Schwab One Account	631,981.31	0.00	0.00	0.00	873.52	873.52	4,483.92	0.00	0.00
3 MICHAEL KUCERA Roth Contributory IRA	578,488.70 15,812.62	0.00	0.00	0.00	0.00	74.95	571,014.33	0.00	0.00
	14,478.27	0.00	0.00	0.00	0.00	0.00	15,465.55	0.00	-
Total	\$667,319.21 \$610,784.32	\$0.00	\$0.00	\$(69.85) \$0.00	\$1,018.32 \$0.00	\$601,073.45	\$6,413.92	\$0.00	\$0.00

x Please note that above realized gain/loss totals may be incomplete or unavailable. Please contact Schwab to update or complete the gain/loss information.

