

FHA AMENDATORY CLAUSE AND REAL ESTATE CERTIFICATION

Borrower(s): **Cynthia Paige Morgan**
Jereme Alan Morgan

Loan Number: **001326419**

FHA Case Number: **415-0297171**

Property Address: **5989 Houston Drive**
Parma, OH 44130

Lender: **American Pacific Mtg Corp dba American Pacific**
Mortgage

Loan Originator: **Dustin Passalacqua**

NMLS #: **1850**

License #: **MLO-OH.1782896**
NMLS #: **1782896**

FHA AMENDATORY CLAUSE:

It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than **\$250,000.00**. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

DocuSigned by:
Cynthia Paige Morgan 2/14/2023
CYNTHIA PAIGE MORGAN DATE

DocuSigned by:
Jereme Alan Morgan 2/14/2023
JEREME ALAN MORGAN DATE

Phalguna Adhikari dotloop verified
02/27/23 1:33 PM EST
NT1X-JU23-UHXV-ZRGR
SELLER DATE

Rhadananda Timsina dotloop verified
02/27/23 1:25 PM EST
WTY3-SVO3-T6QO-EZFO
SELLER DATE



REAL ESTATE CERTIFICATION:

The borrower, seller, and the real estate agent or broker involved in the sales transaction certify, to the best of our knowledge and belief, that (1) the terms and conditions of the sales contract are true and (2) any other agreement entered into by any parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

DocuSigned by:
Cynthia Paige Morgan 2/14/2023
CYNTHIA PAIGE MORGAN DATE

DocuSigned by:
Jereme Alan Morgan 2/14/2023
JEREME ALAN MORGAN DATE

Phalguna Adhikari dotloop verified
02/27/23 1:33 PM EST
TUDY-WGNJ-8ZBI-2WEL
SELLER DATE

Khadananda Timsina dotloop verified
02/27/23 1:25 PM EST
DLWW-ATZD-2B2L-67MK
SELLER DATE

Rakesh Baniya dotloop verified
02/27/23 1:24 PM EST
OPBY-SJ70-XN2C-PSFB
REAL ESTATE-BROKER (SELLING AGENT) DATE

Marcella Musat dotloop verified
02/27/23 12:55 PM EST
BUDB-06AM-FQ9K-RE1A
REAL ESTATE-BROKER (BUYING AGENT) DATE

WARNING: Section 1010 of title 18, U.S.C. provides: "Whoever for purpose of... influencing such Administration... makes, passes, utters, or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000.00 or imprisoned not more than two years or both."





AMENDMENT TO PURCHASE AGREEMENT REMOVAL OF INSPECTION CONTINGENCIES - DATE CHANGES



Russell Real Estate Services

1 This is an Amendment to the Purchase Agreement dated: 02/07/2023 for the purchase and sale of the
2 property know as: 5989 Houston Dr, Parma, OH 44130
(Address) (City) (State) (Zip Code)

3 between Buyer(s): Jereme A. Morgan and Cynthia P Morgan
4 and Seller(s): Phalguna Adhikari and Khadananda Timsina

5 The following changes and/or additions are hereby mutually agreed upon by the Buyer(s) and Seller(s):
6 **INSPECTION PERIOD:** All requested Inspections shall be completed on or before: _____ (Date).

7 **EXTENSION OF INSPECTION CONTINGENCY:** The number of days for Buyer Election of an Option
8 After completion of the last Inspection as stated in the Purchase Agreement is hereby
9 extended from 3 days for an additional _____ days until _____ (Date).

10 **INSPECTION REPAIR NEGOTIATION PERIOD:** The number of days for Buyer and Seller to negotiate
11 a satisfactory Removal of Inspection(s) Amendment as stated in the Purchase Agreement is
12 hereby extended from 4 days for an additional _____ days until _____ (Date).

13 **FINANCING:** Buyer(s) loan commitment to be obtained on or about: _____ (Date).

14 **CLOSING:** Funds and Documents to be placed in escrow on or before: _____ (Date).
and title shall be transferred on or about: _____ (Date).

15 **POSSESSION:** Seller(s) shall deliver possession to Buyer(s) on _____ (Date) no later than
16 _____ o'clock AM PM, provided the title has transferred.

17 INSPECTION CONTINGENCIES:

- | | | |
|-----------------------------------|---|--|
| 18 1. General Home Inspection | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below |
| 19 2. Septic System Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 20 3. Water Potability Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 21 4. Well Flow Rate | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 22 5. Radon | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 23 6. Pest/Wood Destroying Insect | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 24 7. Lead Based Paint Inspection | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 25 8. Mold | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 26 9. Walk Through | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| 27 10. Other: _____ | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below |

28 Conditions:
29 Seller to credit Buyers \$3,000.00 dollars towards buyers Closing Costs, Prepaid items and
30 points.
31
32
33

34 ALL OTHER TERMS AND CONDITIONS OF THE RESIDENTIAL PURCHASE AGREEMENT TO
35 REMAIN IN FULL FORCE AND EFFECT.

36 Jereme A. Morgan dotloop verified 02/15/23 4:15 PM EST 9TOT-DZUX-CRLE-MEYI
BUYER DATE

Phalguna Adhikari dotloop verified 02/15/23 7:48 PM EST ISPH-OLBW-2SUG-00EW
SELLER DATE

37 Cynthia P Morgan dotloop verified 02/15/23 4:14 PM EST MJSB-51RI-PYRC-86UI
BUYER DATE

Khadananda Timsina dotloop verified 02/15/23 7:41 PM EST JE0C-VFAG-WBIV-JVNM
SELLER DATE



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

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

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

CONSENT

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

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

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

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

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

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

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

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

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

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

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

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

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





FH/VA ADDENDUM



This is an Addendum to Purchase Agreement dated 02/06/2023, for the property located at (ADDRESS/CITY/ST/ZIP) 5989 Houston Dr, Parma, OH 44130

Between (BUYER) Jereme A. Morgan and Cynthia P Morgan and (SELLER) Phalguna Adhikari and Khadananda Timsina. BUYER and SELLER hereby agree to the following additional terms and conditions relating to financing to be secured through a (Check One) FHA VA mortgage loan.

FHA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$250,000.00. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

FHA CERTIFICATION: We, the undersigned, the BUYER, the SELLER, and the real estate licensee(s) involved in this transaction each certify that the terms of the contract for purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales agreement.

VA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$250,000.00. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

CERTIFICATION OF SELLER FOR FHA/VA INSURED MORTGAGE TRANSACTION: I certify that the terms of the sales contract dated 02/06/2023 are true to the best of my knowledge and belief and that there are no other agreements between me, the Buyers or real estate licensee(s) except those attached to the sales contract. I certify that I have no knowledge of any loans that have or will be made to the Borrower(s), or loans that have or will be assumed by Borrower(s) for purposes of financing this transaction, other than those described in the sales contract, including addenda. I certify that I have not nor will I pay or reimburse the Borrower(s) for any part of the cash down payment. I certify that I have not nor will I reimburse the Borrower(s) for any part of the Borrower's closing costs which have not been previously disclosed in the sales contract, including any addenda.

POINTS, CLOSING COSTS AND ASSESSMENTS: SELLER agrees to pay \$ _____ towards BUYER'S points, closing costs and/or prepaid items to the extent permissible by VA/FHA regulations. SELLER also agrees to pay any closing costs that are ordinarily chargeable to the BUYER, but which are not collectible from BUYER by reason of government regulations. The parties acknowledge that special assessments must be paid in full at closing by SELLER unless BUYER has obtained written authorization from the lender and housing agencies. The BUYER may assume annual assessments by written agreement of the parties. The parties acknowledge and agree that, pursuant to lender regulations, no administrative or processing fees shall be charged to BUYER by Russell Real Estate Services or any other broker in connection with a VA loan.

PEST INSPECTION: A pest inspection by a licensed pest inspector will be required before closing on all VA loans and on FHA loans if required by the lender or appraiser. Active wood infestation or damage reported must be treated and or repaired prior to loan closing. The parties agree that the real estate licensee(s), lender, and FHA are not responsible for the accuracy of the report, the treatment or repair of any active infestation, or any ensuing damage.

Phalguna Adhikari
SELLER
dotloop verified 02/09/23 1:42 PM EST 5A0F-KR30-90E4-H8YP
DATE

Jereme A. Morgan
BUYER
dotloop verified 02/07/23 1:51 PM EST TLQR-NS2M-F1FT-NBLN
DATE

Khadananda Timsina
SELLER
dotloop verified 02/09/23 1:38 PM EST FAFA-DACG-LBQL-JASK
DATE

Cynthia P Morgan
BUYER
dotloop verified 02/07/23 1:48 PM EST FEBQ-47ZG-NTMM-33FJ
DATE

Rakesh Baniya
Listing Agent
dotloop verified 02/09/23 1:36 PM EST U2QB-RG50-CIKI-7TLE
DATE

Marcella Musat
Selling Agent
dotloop verified 02/07/23 1:42 PM EST GXW1-UZ1B-9MTP-EWK8
DATE

Listing Broker
DATE

Selling Broker
DATE

WARNING: Section 1010 of Title 18, U.S.C. "Federal Housing Administration Transaction" provides: "Whoever, for the purpose of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other federal statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.



FHA/VA ADDENDUM



This is an Addendum to Purchase Agreement dated 02/06/2023, for the property located at (ADDRESS/CITY/ST/ZIP) 5989 Houston Dr, Parma, OH 44130 Between (BUYER) Jereme A. Morgan and Cynthia P Morgan

and (SELLER) Phalguna Adhikari and Khadananda Timsina. BUYER and SELLER hereby agree to the following additional terms and conditions relating to financing to be secured through a (Check One) FHA VA mortgage loan.

FHA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$245,000.00. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

FHA CERTIFICATION: We, the undersigned, the BUYER, the SELLER, and the real estate licensee(s) involved in this transaction each certify that the terms of the contract for purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales agreement.

VA ADDENDUM: It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$245,000.00. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

CERTIFICATION OF SELLER FOR FHA/VA INSURED MORTGAGE TRANSACTION: I certify that the terms of the sales contract dated 02/06/2023 are true to the best of my knowledge and belief and that there are no other agreements between me, the Buyers or real estate licensee(s) except those attached to the sales contract. I certify that I have no knowledge of any loans that have or will be made to the Borrower(s), or loans that have or will be assumed by Borrower(s) for purposes of financing this transaction, other than those described in the sales contract, including addenda. I certify that I have not nor will I pay or reimburse the Borrower(s) for any part of the cash down payment. I certify that I have not nor will I reimburse the Borrower(s) for any part of the Borrower's closing costs which have not been previously disclosed in the sales contract, including any addenda.

POINTS, CLOSING COSTS AND ASSESSMENTS: SELLER agrees to pay \$ _____ towards BUYER'S points, closing costs and/or prepaid items to the extent permissible by VA/FHA regulations. SELLER also agrees to pay any closing costs that are ordinarily chargeable to the BUYER, but which are not collectible from BUYER by reason of government regulations. The parties acknowledge that special assessments must be paid in full at closing by SELLER unless BUYER has obtained written authorization from the lender and housing agencies. The BUYER may assume annual assessments by written agreement of the parties. The parties acknowledge and agree that, pursuant to lender regulations, no administrative or processing fees shall be charged to BUYER by Russell Real Estate Services or any other broker in connection with a VA loan.

PEST INSPECTION: A pest inspection by a licensed pest inspector will be required before closing on all VA loans and on FHA loans if required by the lender or appraiser. Active wood infestation or damage reported must be treated and or repaired prior to loan closing. The parties agree that the real estate licensee(s), lender, and FHA are not responsible for the accuracy of the report, the treatment or repair of any active infestation, or any ensuing damage.

[Redacted]
SELLER DATE

[Redacted]
SELLER DATE

[Redacted]
Listing Agent DATE

[Redacted]
Listing Broker DATE

Jereme A. Morgan
BUYER DATE
dotloop verified 02/07/23 6:50 AM EST DPYG-GVLV-ZK6F-1DZT

Cynthia P. Morgan
BUYER DATE
dotloop verified 02/07/23 7:47 AM EST TPFT-GWB9-KBNL-00UI

[Redacted]
Selling Agent DATE

[Redacted]
Selling Broker DATE

WARNING: Section 1010 of Title 18, U.S.C. "Federal Housing Administration Transaction" provides: "Whoever, for the purpose of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other federal statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

Date: _____
 Property Address: 5989 Houston Dr, Parma, OH 44130
 Sellers: Phalguna Adhikari and Khadananda Timsina
 Buyers/Mortgagors: Jereme A. Morgan and Cynthia P Morgan

This is to give you notice that your real estate agent may have a business relationship with **Newman Title Agency, Ltd.** Newman Title Agency, Ltd. is a joint venture owned by Alliance Holding Company, LLC, a Pennsylvania Corporation (50.1% ownership), Russell Real Estate (12.4% ownership), Ron Russell (10% ownership), Jeff Russell (2.5% ownership) and many of the agents of Russell Real Estate (25% ownership). Because of this relationship, this referral may provide your real estate agent a financial or other benefit. The Managing Member of Newman Title Agency, Ltd. is Alliance Holding Company, LLC, a wholly owned subsidiary of Title Alliance, Ltd. Newman Title Agency, Ltd. is an authorized agent for First American Title Insurance Company and Old Republic National Title Insurance Company.

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

Title Insurance Premium*	Title Examination Fee By County				Closing Fee Per Side by County (Based on where the Settlement occurs)			
	As filed with the State of Ohio	Cuyahoga	\$350.00	Geauga	\$350.00	Cuyahoga	\$350.00	Geauga
Title Commitment Fee	Portage	\$350.00	Lake	\$350.00	Portage	\$350.00	Lake	\$350.00
	Summit	\$350.00	Lorain	\$350.00	Summit	\$350.00	Lorain	\$350.00
	Wayne	\$300.00	Medina	\$350.00	Wayne	\$300.00	Medina	\$350.00
	Sandusky	\$300.00	Erie	\$300.00	Sandusky	\$300.00	Erie	\$300.00
\$100.00 – 150.00	Huron	\$300.00	Stark	\$300.00	Huron	\$300.00	Stark	\$300.00
	Ashland	\$300.00	Mahoning	\$300.00	Ashland	\$300.00	Mahoning	\$300.00
			Ottawa	\$300.00			Ottawa	\$300.00

**May be less if prior title evidence is available.*

The following Russell Real Estate Services Listing Agent(s) has/have a financial interest in Newman Title Agency, Ltd. equal to or less than 5%:

The following Russell Real Estate Services Buyer Agent(s) has/have a financial interest in Newman Title Agency, Ltd. equal to or less than 5%:

ACKNOWLEDGEMENT

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

Phalguna Adhikari dotloop verified
02/07/23 2:40 PM EST
UAWN-LZU3-RNQH-VGS6

Seller _____ Date _____

Phalguna Adhikari
 Print Name

Jereme A. Morgan dotloop verified
02/07/23 6:50 AM EST
XGLZ-BHB3-HKVK-RQJA

Buyer _____ Date _____

Jereme A. Morgan
 Print Name

Khadananda Timsina dotloop verified
02/07/23 2:39 PM EST
2US8-1NTW-X6XZ-YPC7

Seller _____ Date _____

Khadananda Timsina
 Print Name

Cynthia P Morgan dotloop verified
02/07/23 7:47 AM EST
YVAO-G5RG-PVWN-KCJQ

Buyer _____ Date _____

Cynthia P Morgan
 Print Name

YOUR HOME FINANCIAL LLC
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Property: 5989 Houston Dr, Parma, OH 44130 **Date:** _____

From: Russell Real Estate Services

THIS IS TO GIVE NOTICE THAT The Russell Realty Company, DBA: Russell Real Estate Services, its shareholders, the Russell Real Estate Services Agent(s) (as disclosed below) involved in this transaction and/or Real Estate Broker may have a business relationship with the following entities:

Your Home Financial LLC is a joint venture owned by Shelter Mortgage, L.L.C. (50%), and Your Home Investments, LLC (50%). The owners of Your Home Investments LLC are: Jeff R. Russell (49.1%), Ronald N. Russell (5.1%) and many of the agents of Russell Real Estate Services (45.8%). Because of this relationship, this referral may provide a financial or other benefit to The Russell Realty Company and the Russell Real Estate Services Agent(s) in this transaction who are owner(s)/member(s) of said joint venture company as disclosed below.

Set forth below are the estimated charges or range of charges by Your Home Financial LLC for the following settlement services listed:

Service Provider:	Your Home Financial, LLC
Fee/Service Name:	Charges or Range:
Loan Origination Charges	\$1,295 or 0%-1% of the loan amount in some cases
Loan Discount Points	0-3% depending on the rate chosen
Processing Fee	\$0.00-\$495.00 depending on the product

The Russell Realty Company DBA: Russell Real Estate Services Agent Disclosure Acknowledgement:

The following Russell Real Estate Services Listing Agent(s) _____
 has/have a financial interest in Your Home Investments LLC equal to or less than 5%.


The following Russell Real Estate Services Buyer Agent(s) _____
 has/have a financial interest in Your Home Investments LLC equal to or less than 5%.

You are **NOT** required to use and/or purchase any service/product from or through Your Home Financial LLC as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and the best price/rate for said products/services.** Please note that a lender is allowed, however, to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent lender's interest.

ACKNOWLEDGEMENT: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services® and their Agent(s) are referring me/us to purchase the above described services from Your Home Financial LLC, and Russell Real Estate Services, its owners, and the Agent(s) checked/disclosed above may receive income or other benefit as a result of the referral and our engagement of either company.

I/We, the undersigned, acknowledge that I/we have read, understand and received a copy of this disclosure form.


 dotloop verified 02/07/23 2:40 PM EST CEVX-WPNF-JMKN-DRF4
 Seller _____ Date _____

 dotloop verified 02/07/23 6:50 AM EST QEEU-LXD5-JBBU-XWGM
 Buyer _____ Date _____

Print Name _____

Jereme A. Morgan
 Print Name _____

 dotloop verified 02/07/23 2:39 PM EST KAXV-DLEZ-JRY3-02WS
 Seller _____ Date _____

 dotloop verified 02/07/23 7:47 AM EST PUAY-G9RO-SNAD-NW55
 Buyer _____ Date _____

Print Name _____

Cynthia P Morgan
 Print Name _____

RUSSELL INSURANCE AND INVESTMENTS, LLC
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT



Property: 5989 Houston Dr, Parma, OH 44130 Date: _____

From: **Russell Real Estate Services**

THIS IS TO GIVE NOTICE THAT The Russell Realty Company, DBA: Russell Real Estate Services, its shareholders, the Russell Real Estate Services Agent(s) (as disclosed below) involved in this transaction and/or Real Estate Broker may have a business relationship with the following entities:

Russell Insurance and Investments, LLC, an Ohio Limited Liability Company owned by Ronald N. Russell (45%) and many of the agents of Russell Real Estate Services (45%) and up to (10%) owned by the licensed insurance agents of Russell Insurance and Investments, LLC. Because of this relationship, your engagement of Russell Insurance and Investment LLC to assist in placing an insurance policy may provide a financial or other benefit to The Russell Realty Company owners and those Agent(s) involved in this transaction who are owner(s)/member(s) of said limited liability company as disclosed below. **Policies for homes ranging from \$50,000 to \$500,000 typically are priced at approximately \$400 - \$2,000+ per year.**

The Russell Realty Company DBA: Russell Real Estate Services Agent Disclosure Acknowledgement:


The following Russell Real Estate Services Listing Agent(s) _____
has/have a financial interest in Russell Insurance and Investments, LLC equal to or less than 5%.


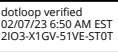
The following Russell Real Estate Services Buyer Agent(s) _____
has/have a financial interest in Russell Insurance and Investments, LLC equal to or less than 5%.

You are **NOT** required to use and/or purchase any service/product from or through Russell Insurance and Investments, LLC as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and the best price/rate for said products/services.** Please note that a lender is allowed, however, to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent lender's interest.

ACKNOWLEDGEMENT: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services® and their Agent(s) are referring me/us to purchase the above described services from Russell Insurance and Investments, and Russell Real Estate Services, its owners, and the Agent(s) checked/disclosed above may receive income or other benefit as a result of the referral and our engagement of this company.

I/We, the undersigned, acknowledge that I/we have read, understand and received a copy of this disclosure form.


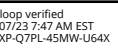
 dotloop verified 02/07/23 2:40 PM EST LB7N-SVXE-RS1Y-CD5B 
Seller _____ Date _____

 dotloop verified 02/07/23 6:50 AM EST 21O3-X1GV-51VE-ST0T 
Buyer _____ Date _____

Print Name _____

Jereme A. Morgan
Print Name _____

 dotloop verified 02/07/23 2:39 PM EST KYYY-CWCZ-CPHF-YPCM 
Seller _____ Date _____

 dotloop verified 02/07/23 7:47 AM EST QDXP-Q7PL-45MW-U64X 
Buyer _____ Date _____

Print Name _____

Cynthia P Morgan
Print Name _____

RUSSELL REAL ESTATE SERVICES CINCH SERVICE AGREEMENT DISCLOSURE STATEMENT



Property: 5989 Houston Dr, Parma, OH 44130

Date: _____

As a convenience and service to our clients, customers and individuals who are involved in a real estate transaction with The Russell Realty Company, DBA: Russell Real Estate Services, we have entered into a Service Agreement with CINCH Home Services (CINCH). This relationship is provided to offer a source of service related to a real estate transaction from a respected provider of their service.

Russell Real Estate Services does not own or have an equity ownership interest in CINCH, the service provider below. However, because of this Service Agreement between The Russell Realty Company, DBA: Russell Real Estate Services and CINCH Home Services (CINCH), our advertisement of the listed service provider may provide a financial or other benefit to The Russell Realty Company, DBA: Russell Real Estate Services, its' shareholders, and or Real Estate Broker.



CINCH Home Services (CINCH) is a provider of limited home warranties and has a business relationship with The Russell Realty Company, DBA: Russell Real Estate Services under the terms of a Service Agreement. CINCH may provide a financial or other benefit to The Russell Realty Company, DBA: Russell Real Estate Services under the terms of this Service Agreement. Premiums for a one year limited home warranty starts at \$413 with a \$200 deductible or \$513

with a \$100 deductible for basic coverage, and increases depending on equipment and systems in the structure and options selected. The existence of this Service Agreement between CINCH Home Services (CINCH) and The Russell Realty Company, DBA: Russell Real Estate Services does not increase the cost of the limited home warranty to the public.

You are **NOT** required to use and/or purchase any service/product from or through CINCH as a condition for purchase, sale or refinance of the subject property. **There are other companies and agencies available that sell similar services/products. You may, and are advised to, inquire with other individuals and/or entities to determine if you are receiving the best services/products, and at the best price/rate for said products/services.**

Acknowledgement: I/We have read this disclosure form, and understand that The Russell Realty Company, DBA: Russell Real Estate Services has a Service Agreement with Cinch Home Services (CINCH) to advertise the products and services of the company. I/We, the undersigned, acknowledge that I/we have: read, understand and received a copy of this disclosure form.

Phalguni Adhikari dotloop verified 02/07/23 2:40 PM EST MK4E-GYHM-YULU-HJKG
Seller Date

Print Name

Jereme A. Morgan dotloop verified 02/07/23 6:50 AM EST 6U8I-35PT-BX4J-DA07
Buyer Date

Jereme A. Morgan

Print Name

Khadananda Timsina dotloop verified 02/07/23 2:39 PM EST 28GO-QJIT-IABC-WC50
Seller Date

Print Name

Cynthia P Morgan dotloop verified 02/07/23 7:47 AM EST F82C-0K2R-IPNH-JW3T
Buyer Date

Cynthia P Morgan

Print Name

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Jereme A. Morgan and Cynthia P. Morgan

From: Marcella Musat

PROPERTY ADDRESS: 5989 Houston Dr, Parma, OH 44130

Date: _____

This is to give you notice that Marcella Musat has a business relationship with Venture Land Title Agency, LLC. Marcella Musat is an equity owner of Venture Land Title Investors IV, LLC. Venture Land Title Investors IV, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide Marcella Musat a financial benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Ohio Real Title Agency, LLC and Title Professionals Group, LTD have ownership in Venture Title Holdings, LLC. Ohio Real Title Agency, LLC and Title Professionals Group, LTD will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Ohio Real Title Agency, LLC and Title Professionals Group, LTD and Venture Land Title Agency, LLC, this referral may provide Ohio Real Title Agency, LLC or Title Professionals Group, LTD a financial or other benefit as well.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Venture Land Title Agency, LLC as a condition of 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.

Venture Land Title Agency, LLC's range of charges:

Title insurance premium	As filed with the State of Ohio
Title examination fee	\$295.00 to \$425.00
Title Commitment fee	\$100.00

I/We have read this disclosure form and understand that Marcella Musat is referring me/us to purchase the above described settlement services from Venture Land Title Agency, LLC.

In the event the Lender involved in this transaction does not act as settlement or closing agent, then the closing will be handled by Ohio Real Title Agency, LLC or Title Professionals Group, LTD.

<i>Jereme A. Morgan</i>	dotloop verified 02/07/23 10:50 AM EST BGPI-XYID-GXBS-KBWJ
Buyer/Borrower	Date

<i>Phalguni Adhikari</i>	dotloop verified 02/07/23 4:41 PM EST OSSM-CZ2K-IZX4-EUMM
Seller	Date

<i>Cynthia P. Morgan</i>	dotloop verified 02/07/23 7:47 AM EST BUUG-KYX-PQLT-2HPS
Buyer/Borrower	Date

<i>Khadananda Timsina</i>	dotloop verified 02/07/23 4:38 PM EST XWRI-VF22-PMMK-AVNV
Seller	Date



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

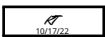
Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials  Date 10/17/2022

Owner's Initials  Date 10/17/2022

Purchaser's Initials  Date _____

Purchaser's Initials  Date _____

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 5989 Houston DR, Parma, OH, 44130

Owners Name(s): Phalguna Adhikari and Khadananda Timsina

Date:

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):

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials [Signature] Date 10/17/2022

Owner's Initials [Signature] Date 10/17/2022

Purchaser's Initials [Signature] Date 02/07/23

Purchaser's Initials [Signature] Date 02/07/23



Property Address 5989 Houston DR, Parma, OH, 44130

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

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

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

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

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

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

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



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



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

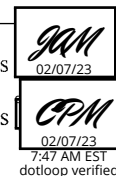
H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

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

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

Owner's Initials  Date 10/17/2022
Owner's Initials  Date 10/17/2022

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



Property Address 5989 Houston DR, Parma, OH, 44130

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:
Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

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

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials  Date 10/17/2022

Owner's Initials  Date 10/17/2022

Purchaser's Initials  Date _____

Purchaser's Initials  Date _____



Property Address 5989 Houston DR, Parma, OH, 44130

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: *Khadananda Timsina* dotloop verified
10/17/22 12:20 PM EDT
ESHH-BJFR-EFTC-EHUT

OWNER: *Phalguna Adhikari* dotloop verified
10/17/22 1:07 PM EDT
BSVQ-JRZE-FZSO-L8FB

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: *Jereme A. Morgan* dotloop verified
02/07/23 6:50 AM EST
A2AO-W2AA-PZ57-WYHI

PURCHASER: *Cynthia P Morgan* dotloop verified
02/07/23 7:47 AM EST
VDCB-VAHV-F8QL-WYEQ

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

Property Address: 5989 Houston DR, Parma, OH, 44130

Lead Warning Statement:

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

Seller's Disclosure

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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


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

(e)  as (check (i) or (ii) below):

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

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


Agent's Acknowledgment (initial)

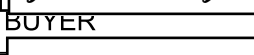
(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy


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


 dotloop verified
02/07/23 6:50 AM EST
C7W0-JZES-PJX8-QUKT
SIGNED DATE

 dotloop verified
02/07/23 7:47 AM EST
XNTK-OJTX-32JQ-C2PI
BUYER DATE

 dotloop verified
02/06/23 9:56 PM EST
FCV9-HOYJ-RVZK-EVHS
AGENT DATE

 dotloop verified
10/17/22 1:07 PM EDT
LGJT-JWZ0-XTML-PD81
SELLER DATE

 dotloop verified
10/17/22 12:20 PM EDT
T7MY-MTEL-ANOM-COFA
SELLER DATE

 dotloop verified
10/17/22 12:19 PM EDT
CMFK-2935-T6GB-0PMT
AGENT DATE



RUSSELL REAL ESTATE SERVICES RESIDENTIAL PURCHASE AGREEMENT



Administrative Office: 12190 Pearl Road, Strongsville Ohio 44136

1. **BUYER:** The undersigned Jereme A. Morgan and Cynthia P Morgan offers to buy the
2. **PROPERTY:** located at 5989 Houston Dr
3. City Parma, Ohio, Zip Code 44130
4. Permanent Parcel No. 44131016 and further described as being: 29 WEST HTS #2 0130 ALL
5. _____
6. The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7. appurtenant rights, including but not limited to any and all mineral rights, privileges and easements, and all buildings
8. and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom
9. fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all
10. landscaping, disposal, TV antenna, rotor and control unit, smoke detectors, garage door opener(s) and any/all controls;
11. all permanently attached carpeting. The following selected items shall also remain: satellite dish; microwave;
12. range and oven; kitchen refrigerator; dishwasher; washer; dryer; radiator covers; window air
13. conditioner; central air conditioning; gas grill; fireplace tools; screen, glass doors and grate; all existing
14. window treatments; ceiling fan(s); wood burner stove inserts; gas logs; water softener owned rented;
15. Security system; smart/wireless doorbell system; smart or electronic devices for HVAC system; sump pump(s)
16. and/or sump pump(s) battery back-up(s); television mounting hardware; propane tank owned rented;
17. Also included: _____
18. Fixtures Not Included: _____
19. **PRICE:** BUYER shall pay the sum of..... \$ 250,000.00
20. Earnest money payable to _____
21. in the form of a check note, the receipt of which is hereby acknowledged by
22. RUSSELL REAL ESTATE SERVICES. Note shall be redeemed (as stated on
23. lines 27-29). All monies received to be deposited into an escrow/trust account
24. and to be credited against the Purchase Price.....\$ 2500.00
25. *Ohio law requires deposits to an Escrow Agent (earnest money and/or down*
26. *Payment) in excess of \$10,000 to be conveyed by wire transfer. The parties hereby*
27. *Direct the Escrow Agent to provide written confirmation of receipt of the Earnest*
28. *Money to the Agents involved in this transaction.*
29. NOTE TO BE REDEEMED WITHIN FOUR DAYS OF WRITTEN ACCEPTANCE
30. OR 24 HOURS AFTER SATISFACTORY COMPLETION OF ALL QUALIFIED
31. INSPECTIONS, IF APPLICABLE.
32. Additional monies to be placed in escrow with a responsible lending institution,
33. title or trust company..... \$ 20%
34. Execute and deliver note secured by a first mortgage on said premises
35. in the amount of Conventional FHA VA OTHER..... \$ 200,000.00
36. Additional Terms: _____
37. _____
38. **FINANCING:** BUYER shall make a written application for the above mortgage loan, order the appraisal and
39. provide verification to SELLER of said application and order of appraisal within 7 days and shall
40. obtain a commitment for that loan no later than 16 days after acceptance of this offer. If first mortgage
41. financing cannot be obtained despite BUYER Good faith efforts, Russell Real Estate Services reserves the right to
42. arrange acceptable financing. If first mortgage financing cannot be obtained then this Agreement shall be null and void.
43. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER
44. without any further liability of either party to the other or to the Brokers and their agents.
45. **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow
46. with the lending institution or escrow company on or before 03/01/2023, and title shall be
47. recorded on or about 03/03/2023.

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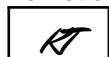
48. **POSSESSION:** SELLER shall deliver possession and occupancy of the Property to the BUYER (with all personal
49. property not included in the sale, trash, & debris removed) on or before 03/03/23 AM PM, 0 _____ days after
50. title transfer. Subject to BUYER'S rights, if any, the premises may be occupied by the SELLER free for 0 _____ day(s)
51. and an additional 0 _____ days at a rate of \$0 _____ per day, no later. Insurance coverage and payment and
52. collection of fees for use and occupancy after recording of title are the sole responsibility of SELLER and BUYER.

53. **ELECTRONIC DATA SECURITY: It is acknowledged and agreed that Russell Real Estate Services (Broker),
54. its agents and employees, will never ask any party to a transaction to wire funds or to supply credit or debit
55. card or bank account numbers. BUYER and SELLER are advised to independently confirm any transfer
56. instructions directly with Escrow Agent identified herein. BUYER and SELLER hereby agree to release all
57. brokers, and agents involved in this transaction from any and all claims, damages, and causes of action
58. related to any unlawful electronic security access by a third party in connection with any agent or broker
59. communications.**

60. **WALK THROUGH:** BUYER and SELLER agree that BUYER will be given an opportunity to walk through the property
61. on or about 3 _____ day(s) prior to title transfer or possession, whichever occurs first, to solely verify that it is in the
62. same or similar condition, absent normal wear and tear, that it was at the time of Acceptance. BUYER acknowledges
63. that no issues may be raised at the time of the walk-through with respect to any condition of the property that were in
64. existence at the time of BUYER'S viewing or inspection of it. If the walk-through evidences a material adverse change
65. in the property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the BUYER
66. and SELLER shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds
67. pending correction of the material adverse change; or (2) credited to the BUYER through escrow at the time of title
68. transfer.

69. **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
70. required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
71. mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments
72. as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and
73. assessments, both general and special, not yet due and payable. BUYER is encouraged to obtain Owner's Title
74. Insurance Policy ("OTIP"). An OTIP is different than a lender's title Insurance Policy, which will not protect the BUYER
75. from claims and challenges on the title. SELLER shall furnish an OTIP in the amount of the purchase price, or _____
76. from Newman Title LLC, or Ohio Real Title _____, as agreed to by the parties. BUYER agrees to release and
77. discharge any and all claims and losses against The Russell Realty Company, d/b/a Russell Real Estate Services and
78. it's agents should the BUYER elect not to purchase an OTIP. I/We acknowledge and agree that I /we have (or will) select
79. and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies")
80. of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make
81. that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to
82. my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its
83. agents, employees, officers and directors (collectively "Russell"), I/we did not rely on that introduction or any
84. representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby
85. release and hold harmless Russell from any direct or vicarious claims or liability arising from any misappropriation of
86. funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless
87. I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an
88. attorney, of my/our choosing, review same and I /we have either done so, or have chosen not to do so, on our own
89. without undue pressure by anyone. SELLER shall have thirty (30) days after notice to remove title defects. If unable
90. to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or
91. b) terminate this agreement, in which case neither BUYER, SELLER or any broker shall have any further liability to each
92. other, and both BUYER and SELLER agree to sign a mutual release, releasing earnest money to BUYER.

93. **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
94. charges, heating fuel oil/propane (if any) and tenant's rents, collected or uncollected, shall be prorated as of the
95. date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax
96. duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only,
97. taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow
98. agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as
99. of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If
100. the property being transferred is new construction and recently completed or in the process of completion at the
101. time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the
102. taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient
103. funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title
104. has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to SELLER
105. once they receive notice from the local county auditor that the taxes on the land and improvements have been paid

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106. in full to the date the title has been recorded. SELLER and BUYER acknowledge that the latest available tax duplicate
107. may not reflect the accurate amount of taxes and assessments that will be owed. SELLER and BUYER agree to adjust
108. directly outside of escrow for any increase or decrease in valuation and the cost of all passed or levied, but not yet
109. certified, taxes and assessments, if any, prorated to the date the title has been recorded. SELLER is not aware of
110. any proposed taxes or assessments, public or private, except the following: _____

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

113. **CHARGES/ESCROW INSTRUCTIONS:** This agreement shall be used as escrow instructions subject to the Escrow
114. Agent's usual conditions of acceptance. The Mortgage Location Survey is to be performed by Exacta Land Surveying
115. or _____. **SELLER** shall pay the following costs through escrow: a) deed
116. preparation, b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not
117. assumed by BUYER, d) title exam and one half the cost of insuring premium for Owners Title Insurance Policy, e)
118. prorations due BUYER, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit
119. payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). Tenant security deposits, if
120. any, shall be credited in escrow to the BUYER. The escrow agent shall withhold \$400.00 from the proceeds due
121. SELLER for payment of Seller's final water and sewer bills. SELLER shall pay all utility charges to date of recording of
122. title or date of possession whichever is later. **BUYER** shall pay the following through escrow (unless prohibited by VA/FHA
123. regulations): a) one-half of the escrow fee, b) one half the cost of insuring premium for Owners Title Insurance Policy,
124. c) all recording fees for the deed and any mortgage, and d) a Brokerage Commission of \$265 (plus any amount due if
125. an Exclusive Buyer Representation Agreement exists) payable to Russell Real Estate Services (address on line 316).
126. SELLER and BUYER hereby authorize and instruct escrow agent to send a copy of their fully signed Closing Disclosure
127. or Settlement Statement(s) to both Broker(s) listed on this Agreement promptly after closing, which Broker(s) may submit
128. to other parties to the transaction.



129. **HOME WARRANTY:** BUYER has been made aware and acknowledges that several Limited Home Warranty
130. Insurance Policies issued by numerous companies are available and that such policies have deductibles, and may
131. not cover pre-existing defects in the property, and have items excluded from coverage. BUYER does does not
132. elect to secure a Limited Home Warranty Plan issued by CINCH Home Services or _____.
133. The cost of \$ 572.00 shall be paid by BUYER SELLER through escrow.

134. **INSPECTION:** BUYER acknowledges that it has been recommended to him/her that he/she engage, at his/her
135. expense, the services of licensed (as required) or professional inspectors to inspect the premises to ascertain
136. that the condition of the premises is as called for in this agreement. This agreement shall be subject to the following
137. inspection(s), by a qualified licensed (as required) or professional inspector of Buyer's choice within the specified
138. number of days from acceptance of binding agreement. BUYER assumes sole responsibility to select and retain a
139. qualified licensed (as required) or professional inspector for each requested inspection and releases Broker of any
140. and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER
141. acknowledges that BUYER is acting against the advice of Buyer's agent and broker. BUYER understands that all
142. real property and improvements may contain defects and conditions that are not readily apparent and which may
143. affect a property's use or value. BUYER and SELLER agree that the Broker(s) and their agent(s) do not guarantee and
144. in no way assume responsibility for the property's condition. BUYER acknowledges that it is Buyer's own duty to
145. exercise reasonable care to inspect and make diligent inquiry of the SELLER or Buyer's inspectors regarding the
146. condition and systems of the property. BUYER further acknowledges that the entire house was open for observation
147. and that BUYER had an unimpeded opportunity to inspect the entire house and did inspect said house. The BUYER
148. further understands and agrees that it is not the responsibility of the brokerage firms or real estate agents to inspect
149. the property and agrees to waive all liability and hold harmless any brokerage firm or real estate agent connected with
150. this transaction.

151. **Inspections required by any state, county, local government or FHAVA do not necessarily eliminate the**
152. **need for the Inspections listed below.**

Yes No



- 153. 1. GENERAL HOME INSPECTION by a licensed inspector within 7 days from acceptance of this offer.
Paid By: SELLER BUYER
- 154. 2. SEPTIC SYSTEM INSPECTION by a professional inspector (first verify with County Regulations) within _____ days from acceptance of this offer.
Paid By: SELLER BUYER
- 155. 3. WELL WATER TEST for potability, by a professional inspector within _____ days from acceptance of this offer.
Paid By: SELLER BUYER
- 156. 4. WELL INSPECTION for adequate flow rate, by a professional inspector within _____ Days from acceptance of this offer.
Paid By: SELLER BUYER

 this offer

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
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- Yes No**
- 157.. 5. TERMITE/WOOD DESTROYING INSECT INSPECTION by a licensed inspector within 10 days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
If FHA/VA regulations prohibit the payment of Insect Inspection by BUYER, SELLER shall pay cost.
158. 6. INSPECTION FOR PRESENCE OF LEAD BASED PAINT, AND/OR LEAD BASED PAINT HAZARD by a professional inspector within ten (10) days _____ after acceptance of the contract. **Paid By:** **SELLER** **BUYER**
159. 7. RADON INSPECTION by a professional inspector within 10 days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
160. 8. ASBESTOS INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
161. 9. MOLD OF ANY TYPE INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
162. 10. FOUNDATION INSPECTION by a professional inspector within _____ days from acceptance of this offer. **Paid By:** **SELLER** **BUYER**
163. 11. OTHER INSPECTION(S) by a licensed or professional inspector within _____ days from acceptance of **of this offer.** **Paid By:** **SELLER** **BUYER**
List Other: _____
164. 12. ANY INSPECTION(S) the Home Inspector recommends (if a home inspection is obtained) including but not limited to any of the inspections that the buyer previously elected not to perform within the later of 14 days from acceptance of this offer or 7 days of the Home Inspectors recommendation. **Paid By:** **SELLER** **BUYER**

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

168. **BUYER shall within 3 days of completion of the last inspection requested elect one of the following:**
169. **A)** Remove the inspection contingency accepting the property in its "AS IS" PRESENT PHYSICAL CONDITION. If the
170. property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an Amendment of
171. Contingency Removal accepting the property "AS IS";
172. **B)** Accept the property subject to the SELLER agreeing to have specific material defects, that were either previously disclosed
173. in writing by the SELLER or identified in a written inspection report repaired by a qualified contractor in a professional manner
174. at SELLER expense. BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to
175. the Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.
176. SELLER and BUYER shall have four (4) days from SELLER receipt of the written list of defects and the inspection
177. report(s) to agree in writing which defects, if any, will be corrected by SELLER. If a written Agreement is not signed by
178. SELLER and BUYER within those four(4) days, this agreement shall be null and void and SELLER and BUYER agree
179. to sign a mutual release, whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit
180. shall be returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE
181. SERVICES;
182. **C)** Terminate this Agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing
183. by the SELLER or any cooperating real estate broker. Buyer agrees to provide a copy of the written inspection report(s) to
184. Seller, and whereupon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be
185. returned to the BUYER without any further liability between SELLER and BUYER or to RUSSELL REAL ESTATE
186. SERVICES.
187. FAILURE TO HAVE INSPECTION(S) COMPLETED AS REQUIRED ABOVE, OR TO NOTIFY SELLER BY
188. WRITTEN NOTICE AS REQUIRED ABOVE, OF ANY DEFECTS BEFORE EXPIRATION OF THE INSPECTION
189. PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS, AND BUYER SHALL TAKE THE PROPERTY
190. AS IS" WITH RESPECT TO SUCH DEFECTS.
191. The SELLER and BUYER can mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise
192. their right to terminate this Agreement. SELLER agree to provide reasonable access to the property for BUYER to
193. review and approve any conditions corrected by the SELLER.

194. **MEGAN'S LAW/SEX OFFENDER REGISTRATION LAW(S):** SELLER warrants that SELLER has disclosed to
195. BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information
196. disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume

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197. the responsibility to check with the local sheriff's office for additional information. BUYER will rely on Buyer's own
198. inquiry with the local sheriff's Office as to registered sex offenders in the area and will not rely on SELLER or any
199. real estate agent involved in the transaction to determine if a sex offender resides in the area of any property
200. BUYER may purchase.

201. **CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in
202. its "As Is" Present Physical Condition including any defects disclosed by the SELLER on the Ohio *Residential Property*
203. *Disclosure Form* or identified by any inspections requested by either party or any other forms or addenda made a
204. part of this agreement. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise be-
205. tween the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations,
206. warranties, or statements about the property (including but not limited to its condition or use) unless otherwise
207. disclosed on this agreement or on the *Residential Property Disclosure Form*.



208. 1. BUYER acknowledges receipt of completed *Residential Property Disclosure Form* from SELLER.
209. 2. BUYER has not received *Residential Property Disclosure Form* and SELLER agrees to deliver to BUYER a copy
210. of the completed *Residential Property Disclosure Form* within three (3) days after acceptance unless the sale of the
211. property is exempt by Ohio Revised Code 5302.30 from the use of the form.

212. SELLER shall pay all costs for the repair of any utility line that the SELLER has responsibility for at the time of
213. recording of title or transfer/restoration of utilities, whichever is sooner. SELLER agrees to comply with any and
214. all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any
215. notices received from governmental agencies to inspect or correct any current building code or health violations. If
216. applicable, BUYER and SELLER have five (5) days after receipt by BUYER of all notices to agree in writing which
217. party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER
218. cannot agree in writing, this Agreement can be declared null and void by either party. In that event SELLER and
219. BUYER agree to sign *mutual release* with instruction to the Broker on disbursement of the earnest money.

220. **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER completed the Residential
221. Property Disclosure Form unless otherwise stated above and SELLER has not made any representations or warranties,
222. either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if
223. applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the
224. SELLER on the form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation
225. to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that
226. any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures
227. or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments
228. are approximate and not guaranteed. Notwithstanding anything to the contrary, SELLER makes no representations
229. or warranties with regard to the municipality, zoning, school district, or use of the property, and BUYER assumes sole
230. responsibility for researching the foregoing conditions. BUYER acknowledges that BUYER has conducted
231. investigations of these conditions and the use of the real estate, and verified that the real estate is suitable for
232. BUYER'S intended use. SELLER also made no representations with regard to conditions outside of the boundaries
233. of the real estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports,
234. interstates, environmental), local regulations/development or any other issues of relevance to the BUYER, and
235. BUYER assumes sole responsibility for researching such conditions. BUYER acknowledges that BUYER has been
236. given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this
237. agreement. BUYER is relying solely on BUYER's own research, assessment and inquiry with local agencies and has
238. not relied on SELLER or any Broker/agent involved in this transaction. Please list any and all verbal representations
239. (if any) made By Brokers or their agent that you relied upon when purchasing this property. _____
240. _____

241. **ADDENDA:** The additional terms and conditions in the attached addenda Agency Disclosure Form Residential
242. Property Disclosure FHAVA FHA Home Inspection Notice Secondary Offer Condominium Short Sale
243. House Sale Contingency House Sale Concurrency Lead Based Paint (required if built before 1978)
244. Homeowner's Association Newman Title Agency, LTD. Affiliated Business Arrangement Disclosure Statement
245. Russell Insurance and Investments, LLC Affiliated Business Arrangement Disclosure Statement Your Home
246. Financial LLC Affiliated Business Arrangement Disclosure Statement CINCH Service Agreement Disclosure
247. Statement Other: _____
248. _____

249. are made part of this Agreement. **The terms and conditions of any addenda will supersede any conflicting terms**
250. **in the Purchase Agreement.**

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

257. **EARNEST MONEY:** The Broker shall acknowledge receipt of the earnest money shown on line 22 to the escrow agent
258. who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money
259. shall be retained in the broker's trust account until after title transfer at which time it shall be applied
260. against any compensation due broker. Any amount by which the earnest money exceeds the compensation
261. due the broker shall be remitted to the escrow agent. In the event of a dispute between the SELLER and BUYER
262. regarding the disbursement of the earnest money in the Broker's trust account, the Broker is required by Ohio law
263. to maintain such funds in a trust account until the Broker receives (a) written instructions signed by the parties
264. specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money
265. is to be rewarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the
266. parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the
267. dispute has been filed, the Broker shall return the earnest money to the BUYER with no further notice to the SELLER.

268. **PERFORMANCE:** If the BUYER fails to perform this contract at the time and in the manner herein specified or
269. defaults in the performance of any of the obligations imposed by the terms hereof, SELLER may, at Seller's option,
270. treat this Agreement as null and void and earnest money shall be forfeited by BUYER in favor of SELLER. It is
271. agreed and stipulated that if BUYER defaults in his/her/their performance of this agreement, then BUYER shall be
272. obligated to pay any and all commissions due RUSSELL REAL ESTATE SERVICES. If SELLER does not perform his
273. obligations under this contract within said time, BUYER may, at his option, treat this contract as null and void and
274. receive the return of earnest money, in which case SELLER agrees to pay the commission as though the sale and
275. transfer had been fully consummated. All parties hereto hereby acknowledge receipt of a full and complete copy of
276. this Agreement. This contract shall be binding on the SELLER, the BUYER, their heirs, executors, administrators,
277. successors and assigns. State law requires that RUSSELL REAL ESTATE SERVICES has a signed mutual release
278. or court order before releasing earnest money (All parties hereby agree to sign a Mutual Release accordingly).
279. See, Earnest Money, above.

280. **FAIR HOUSING STATEMENT:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of
281. the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign,
282. rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing
283. accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion,
284. sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that
285. section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental
286. of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit,
287. to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the
288. neighborhood of a person or persons belonging to one of the protected classes. In addition to the above Fair Housing
289. Statement, this statement shall include and apply to the observance of and full compliance with any/all federal, state
290. and local fair housing laws.

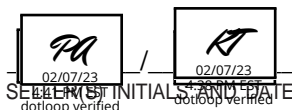
291. **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the last-
292. offering party, this offer and any addenda listed above shall become a legally binding agreement upon BUYER and
293. SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
294. parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in
295. writing and be signed/initialed by both BUYER and SELLER. Facsimile or electronic signatures shall be deemed
296. binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions
297. of acceptance. If there is any conflict between the escrow's conditions of acceptance and this agreement, the
298. terms of this agreement shall prevail. For purposes of this Agreement, "days" shall be defined as calendar days.

299. **RUSSELL INSURANCE AND INVESTMENTS, LLC:** Upon final acceptance, Buyer requests Russell Insurance and
300. Investments to contact me/us for a free, no obligation review of our insurance needs for this purchase YES NO

301. This Offer is open for acceptance in writing until 8 o'clock (AM) (PM) EST, on 02/07/2023

302. **This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.**

THIS SECTION LEFT INTENTIONALLY BLANK

 SELLER'S INITIALS AND DATE
dotloop verified

RESIDENTIAL PURCHASE AGREEMENT 06.15.22

 BUYER'S INITIALS AND DATE
dotloop verified

Property Address: 5989 Houston Dr, Parma, OH 44130

BUYER SIGNATURE(S):

303. BUYER: *Jereme A. Morgan* dotloop verified 02/07/23 1:51 PM EST BIXW-FC26-G0JQ-2BMY Email: jamorgan202@gmail.com
304. Print Name: Jereme A. Morgan Phone: _____

305. BUYER: *Cynthia P. Morgan* dotloop verified 02/07/23 1:48 PM EST FPSA-EESQ-QD5A-A6W5 Email: _____
306. Print Name: Cynthia P Morgan Address: new_paige@yahoo.com
307. Date: 02/06/2023 City/State/Zip: _____

RUSSELL REAL ESTATE SERVICES (License # 0000387521):

308. By: _____ Office: _____ Phone: _____

309. **SELLER ACCEPTS** the above offer and,
310. **REJECTS** said offer; or **COUNTEROFFERS** according to the above modifications initiated by SELLER.
311. Counteroffer shall become null and void if not accepted in writing on or before _____ o'clock (AM) EST
312. on _____ (PM) EST
313. Upon final acceptance, SELLER instructs the Escrow Agent to pay from SELLER'S escrow funds upon title transfer
314. a Brokerage Commission \$265, if the property is listed with Russell Real Estate Services, and: _____
315. Three Percent on First 100k, 2% on the balance of purchase Price Percent (3/2 %) of the Purchase Price to Russell Real Estate Services, 12190 Pearl Road Strongsville, Ohio 44136
317. AND (Other Broker, if any) _____ to be paid as per Listing Agreement.

SELLER SIGNATURE(S):

318. SELLER: *Phalguna Adhikari* dotloop verified 02/07/23 4:41 PM EST A5SZ-EZSW-E7C2-XMT9 Email: _____
319. Print Name: _____ Phone: _____

320. SELLER: *Khadananda Timsina* dotloop verified 02/07/23 4:38 PM EST UD6V-5V56-EU5I-XTPL Email: _____
321. Print Name: _____ Address: _____
322. Date: _____ City/ST/ZC: _____

List Broker/Agent Information:

Selling Broker/Agent Name Information:

323. Realty Trust Services, LLC
Listing Real Estate Company (Company OH BRKR LIC #)
324. Rakesh Baniya 2019007609
Listing Agent (Agent OH RE LIC #)
325. 440-570-9815
Listing Agent Cell Phone#
326. rakesh@rtserve.com
Listing Agent Email
327. 2162187976 9165
Listing Office Phone# (Office MLS #)

Russell Real Estate Services #0000387521
Selling Real Estate Company (Company OH BRKR LIC #)
Marcella Musat 2016005733
Selling Agent (Agent OH RE LIC #)
330-635-3521
Selling Agent Phone#
marcellamusat@gmail.com
Selling Agent Email
440-282-4444 9895
Selling Office Phone# (Office MLS)



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: 5989 Houston Dr, Parma, OH 44130

Buyer(s): Jereme A. Morgan and Cynthia P Morgan

Seller(s): Phalguna Adhikari and Khadananda Timsina

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Marcella Musat, and Russell Real Estate Services
AGENT(S) BROKERAGE

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the 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.

Jereme A. Morgan dotloop verified 02/07/23 6:50 AM EST W902-ZWTK-UJ18-RASH 02/06/2023
BUYER/TENANT DATE

Phalguna Adhikari dotloop verified 02/07/23 4:41 PM EST TERU-QLCE-LVHN-X1ZK 02/06/2023
SELLER/LANDLORD DATE

Cynthia P. Morgan dotloop verified 02/07/23 7:47 AM EST FFAE-NRST-PRXF-VJ1X 02/06/2023
BUYER/TENANT DATE

Khadananda Timsina dotloop verified 02/07/23 4:38 PM EST W12K-GUJY-P22C-XERT 02/06/2023
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.

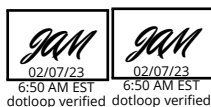
Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker 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.

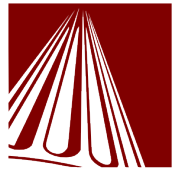
Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their 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





**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services- Our Policy On Agency

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

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

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

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

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

Working With Other Brokerages

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

Fair Housing Statement

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

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

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

Khadananda Timisina
Name (Please Print)

Phalguna Adhikari
Name (Please Print)

Khadananda Timisina dotloop verified
10/14/22 3:29 PM EDT
TDOC-3BAE-FMOB-3YLH

Phalguna Adhikari dotloop verified
10/14/22 3:35 PM EDT
7UD7-4M1G-I9LY-C8SQ

Signature Date

Signature Date

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

Property Address: 5989 Houston DR, Parma, OH, 44130

Lead Warning Statement:

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

Seller's Disclosure

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

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

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

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

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

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

Buyer's Acknowledgment (initial)

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


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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

BUYER DATE

BUYER DATE

AGENT DATE

Phalguna Adhikari dotloop verified
10/17/22 1:07 PM EDT
LGJT-JWZO-XTML-PD81
SELLER DATE

Rashmananda Tinsina dotloop verified
10/17/22 12:20 PM EDT
T7MY-MTEL-ANOM-COFA
SELLER DATE

Rakesh Banija dotloop verified
10/17/22 12:19 PM EDT
CMFK-2935-T6GB-0PMT
AGENT DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials Date 01/23/2023 _____

Purchaser's Initials _____ Date _____

Owner's Initials Date 01/23/2023 _____

Purchaser's Initials _____ Date _____

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 5989 Houston DR, Parma, OH, 44130

Owners Name(s): Phalgun Adhikari and Khadananda Timsina

Date:

Owner is not occupying the property. If owner is occupying the property, since what date: 10/19/2022

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials Date 01/23/2023

Purchaser's Initials Date

Owner's Initials Date 01/23/2023

Purchaser's Initials Date

Property Address 5989 Houston DR, Parma, OH, 44130

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

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

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

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

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

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

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

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

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

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

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

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

Owner's Initials Date 01/23/2023

Purchaser's Initials Date _____

Owner's Initials Date 01/23/2023

Purchaser's Initials Date _____

Property Address 5989 Houston DR, Parma, OH, 44130

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

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

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

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

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

If "Yes", please describe (amount) _____

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

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

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

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

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

Owner's Initials Date 01/23/2023

Purchaser's Initials Date _____

Owner's Initials Date 01/23/2023

Purchaser's Initials Date _____

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:

OWNER:

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER:

PURCHASER:



EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 5989 Houston DR, Parma, OH, 44130
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 10/14/2022 through 03/14/2023 for the sum of \$279000 payable in cash upon closing or for such other terms or exchange as Owner may agree.

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

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

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

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

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

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

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

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

OWNER SIGNATURE: Phalguna Adhikari dotloop verified 10/14/22 3:35 PM EDT 7J83-GAKF-V5DY-ODQ4 OWNER SIGNATURE: Khadananda Timsina dotloop verified 10/14/22 3:29 PM EDT JPF0-OONG-K3QF-GIAW

Print Name: Phalguna Adhikari Print Name: Khadananda Timsina

ADDRESS: _____ PHONE: _____

E-MAIL ADDRESS: Timsinapravakar@gmail.com, Adhikariphalguna@gmail.com DATE: _____

AGENT: Rakesh Baniya dotloop verified 10/14/22 2:55 PM EDT 9VYD-OBZI-8U1Q-RYCR BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 2162187976 DATE: 10/14/2022