



# 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: 3699 SHYBROOK  
Buyer(s): Bob + Donna Welch  
Seller(s): \_\_\_\_\_

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

The buyer will be represented by GEORGE PECK, and COMET & SHEPHERD  
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 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

3-6-17  
DATE

SELLER/LANDLORD

DATE

BUYER/TENANT

3-6-17  
DATE

SELLER/LANDLORD

DATE



# Contract to Purchase

Adopted by the  
CINCINNATI AREA BOARD OF REALTORS®  
DAYTON AREA BOARD OF REALTORS®

For exclusive use by REALTORS®.  
This is a legally binding contract. If not understood, seek legal advice.  
For real estate advice, consult a REALTOR®.



3-6-17 (date).

1. **PROPERTY DESCRIPTION:** I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property:

Address 3699 SAYBROOK City/Township CINCY  
Ohio, Zip Code 45208, County HAM, Further described as: 38-03-  
260 ("Real Estate").

2. **PRICE AND TERMS:** Buyer hereby agrees to pay \$ 235,000 ~~\$240,000~~  
("Purchase Price") for the Real Estate, payable as follows: DSW now

a) **EARNEST MONEY:** \$ 1,000 ("Earnest Money")  
shall be deposited with COMET & SHEPHERD upon written acceptance of  
this contract ("Contract"), in a trust account pending the final settlement and conveyance of the purchase and sale of the Real  
Estate contemplated in this Contract ("Closing"), or returned to the Buyer if this offer is not accepted in writing. Any  
disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. The Earnest Money shall be disbursed as  
follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and  
credited toward brokerage commission owed) or as directed by Buyer or (ii) if either party fails or refuses to perform, or if any  
contingency is not satisfied or waived, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money  
("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Buyer regarding the  
disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker  
receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court  
order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years  
from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such  
signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the  
Earnest Money to the Buyer with no further notice to the Seller. Both Buyer and Seller acknowledge and agree that, in the event  
of a dispute between Buyer and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination  
as to which party is entitled to the Earnest Money.

b) **BALANCE:** The balance of the Purchase Price shall be paid by wire transfer, certified, cashier's, official bank, attorney or  
title company trust account check on date of Closing.

3. **FINANCING CONTINGENCY:** Buyer intends to use the Real Estate for the following purpose: ☐ Owner-occupied

☒ Rental ☐ Other: \_\_\_\_\_

☐ **CASH:** Buyer shall provide, to Seller's satisfaction, written verification of funds within \_\_\_\_\_ calendar days of  
acceptance of this offer. If Buyer fails to provide written notification, then Seller may, by written notice to selling REALTOR®  
or Buyer, terminate this Contract. Buyer has the right to obtain an appraisal of the Real Estate by a licensed appraiser  
within \_\_\_\_\_ calendar days beginning the day following written contract acceptance.

☒ **CONVENTIONAL LOAN:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and  
obtaining: (a) ☒ fixed ☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed  
80 % of the Purchase Price, (c) at an interest rate ☒ at prevailing rates and terms ☐ not to exceed  
\_\_\_\_\_, (d) for a term of not less than 30 years or at a higher rate or shorter term agreeable to Buyer.

☐ **FHA/VA:** The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA,  
[(1) ☐ fixed or (2) ☐ adjustable] (including FHA closing costs) or ☐ VA (including VA funding fee) first mortgage loan in  
the maximum allowable amount (b) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed \_\_\_\_\_%,  
(c) for a term of not less than \_\_\_\_\_ years or at a higher rate or shorter term agreeable to Buyer. ☐ Buyer has been provided  
the **FHA For Your Protection: Get a Home Inspection** disclosure. *When the Buyer is financing through FHA or VA, the  
Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid by  
the VA Buyer, but must be paid outside of the Closing. On FHA/VA contracts, the appraiser is not deemed to be a whole house  
inspector.*

☐ **OTHER FINANCING:** SEE ATTACHED ADDENDUM

☐ **Settlement Charges:** In addition to costs incurred in order for the Seller to fulfill the terms of the Contract and to provide  
marketable title, Seller agrees to pay actual settlement charges on behalf of the Buyer, including, but not limited to, discount  
points, closing costs, pre-pays and any other fees allowed by Buyer's lender in an amount not to exceed, 0.

Buyer's Initials Rbw DSW

Date / Time 3-6-17

Seller's Initials [Signature]

Date / Time 3-6-17

☐ **Financing Application and Loan Commitment:** Buyer financing qualification letter ☐ is attached ☒ is not attached ☐ shall be provided within 2 calendar days of written acceptance of this offer. If Buyer fails to provide documentation of financing qualification letter, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. Buyer shall complete a loan application, including submitting a completed 1003 (or, lender's required financing application form), and provide the selected lender with "intent to proceed", including payment for appraisal (if necessary), within 3 calendar days of written acceptance of this Contract and will make a diligent effort to obtain financing. If Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan approval has been obtained or waived within 35 calendar days of written acceptance of this offer, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. **BUYER IS RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AND PROCESSES REQUIRED BY A LENDER AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

**4. APPRAISAL CONTINGENCY:** Buyer's obligation to close this transaction is contingent upon Real Estate appraising at or above final sales price of the Real Estate. Buyer has the right to obtain, at Buyer's expense, an independent appraisal performed by an appraiser licensed in Ohio. In the event the Real Estate does not obtain an appraised value (by either Buyer's or Lender's appraiser) equal to or greater than the Purchase Price, Buyer shall have the right to terminate this Contract by delivering written notice to Seller on or before the expiration of (i) the time-frame set forth in Section 3 above for obtaining an appraisal in connection with a cash sale or (ii) the time-frame set forth in Section 3 above for obtaining a loan approval (such applicable time period being referred to as the "Appraisal Contingency Period"). If Buyer does not deliver written notice to Seller that Buyer is terminating the Contract prior to the expiration of the Appraisal Contingency Period, then Buyer's right to terminate this Contract due to appraised value shall be deemed waived.

**5. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television mounting brackets (excluding televisions), aerials/rotor operating boxes/satellite dishes (including non-leased components); water softeners; water purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following **built-in** appliances: ranges/ovens/microwaves/refrigerators/ dishwashers/garbage disposers/trash compactors/humidifiers; all security alarm systems and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground fencing transmitter and receiver collars; and parking space(s) number(s) N/A and storage unit number N/A (where applicable); **except the following: which are leased in whole or in part** (please check appropriate boxes); ☐ water softener; ☐ security/alarm system; ☐ propane tank; ☐ satellite dish; ☐ satellite dish components:

**THE FOLLOWING ITEMS (WHICH ADD NO ADDITIONAL VALUE TO THE REAL ESTATE) ARE SPECIFICALLY INCLUDED WITH THE REAL ESTATE: ALL KIT APPLIANCES**  
**ALL WINDOW TREATMENTS, ALL LIGHT FIXTURES**  
**THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: NONE**

**6. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the items listed in Section 5 and that they will be free and clear of any debt, lien or encumbrances at closing (except as listed in Section 19 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of the title to the real property and other items as listed in Section 5, together with their respective spouses.

**7. SELLER'S CERTIFICATION:** Seller certifies to Buyer that **to the best of Seller's knowledge:** The Real Estate (a) ☐ is ☒ is not located in a Historic District, (b) ☐ is ☒ is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (c) ☐ is ☒ is not subject to a homeowner association assessment, (d) ☐ is ☒ is not subject to a maintenance agreement, (e) ☐ is ☒ is not located in a flood plain requiring insurance, (f) ☐ is ☒ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting unconditional certificate on or before the date of Closing, (g) no orders of any public authority are pending, (h) no work has been performed or improvement constructed that may result in future assessments, (i) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters, and (j) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental conditions within the boundaries of the Real Estate affect the Real Estate except NO EXC. Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations, encroachments, shared driveways, party walls, property tax abatements or homestead exemptions affecting the Real Estate except: NO EXC and that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the Real Estate, except: NO EXC

Buyer's Initials ambjwDate / Time 3-6-17

Seller's Initials \_\_\_\_\_

Date / Time \_\_\_\_\_

**8. HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will, at Seller's expense, provide Buyer with a current copy of documents affecting the real estate including, but not limited to, documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation and other pertinent documents ("Documents") within \_\_\_\_\_ calendar days of acceptance of this offer. Buyer shall have the right to disapprove of the Documents by delivering written notice of Buyer's disapproval within \_\_\_\_\_ calendar days of receipt of Documents ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date, then this Contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and waives the right to terminate the Contract based upon the terms and conditions of same. Seller agrees, as a condition to Closing, to secure, at Seller's expense, written approval for this sale if required by the Documents. Seller, at Seller's expense, shall provide any letter of assessment required at Closing by the lender and/or title company. Seller certifies that the current HOA fees are: \$ \_\_\_\_\_ ☐ Monthly ☐ Quarterly ☐ Annually and/or ☐ Other \_\_\_\_\_

**9. MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 5, including the grounds and improvements thereon. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently, except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty, Buyer shall have the option to (a) proceed with the Closing, or (b) terminate this Contract. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. **Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual obligations.** Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

**10. HOME WARRANTY PROGRAM:** Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☒ selects ☐ does not select a home warranty to be provided by a company to be chosen by BUYER and paid for by SELLER at an amount not to exceed \$500.00.

**11. INSURANCE:** Buyer's right to terminate this Contract due to property and flood insurance availability and/or cost must be satisfied during the **Real Estate Inspection Contingency Period (as defined in Section 13 below)**. Buyer(s) acknowledges that it is Buyer's sole responsibility to make inquiries with regard to insurance, including, but not limited to, real, flood and personal property insurance availability and cost. **BUYER(S) IS RELYING ON BUYER'S OWN UNDERSTANDING OF INSURANCE TO BE OBTAINED.**

**12. PROPERTY DISCLOSURE FORM:** Buyer ☒ has ☐ has not received the Ohio Residential Property Disclosure form.

**13. BUYER'S INSPECTIONS:** Notwithstanding anything to the contrary, Seller makes no representations or warranties with regard to the municipality, zoning, school district, or use of the Real Estate, and Buyer assumes sole responsibility for researching the foregoing conditions. Buyer acknowledges that Buyer has conducted investigations of these conditions and the use of the Real Estate, and has verified that the Real Estate is suitable for Buyer's intended use. Seller also makes no representations with regard to conditions outside of the boundaries of the Real Estate, including but not limited to, crime statistics, registration of sex offenders, noise levels (i.e., airports, interstates, environmental), local regulations/development or any other issues of relevance to the Buyer, and Buyer assumes sole responsibility for researching such conditions. Buyer acknowledges that Buyer has been given the opportunity to conduct research pertaining to any and all of the foregoing prior to execution of this Contract. Buyer is relying solely on Buyer's own research, assessment and inquiry with local agencies and is not relying, and has not relied, on Seller or any REALTOR® involved in this transaction.

**REAL ESTATE INSPECTION CONTINGENCY:** For purposes of this clause, time is of the essence. The Buyer has the option to have the Real Estate inspected, at Buyer's expense. Buyer shall have up to 10 calendar days ("Inspection Period") beginning the day following written Contract acceptance to conduct all inspections related to the Real Estate. Inspections regarding the physical material condition, insurability and cost of a casualty insurance policy, boundaries, and use of the Real Estate shall be the sole responsibility of the Buyer. **Buyer is relying solely upon Buyer's examination of the Real Estate, the Seller's certification herein, and inspections herein requested by the Buyer or otherwise required, if any, for its physical condition and overall character, and not upon any representation by the REALTORS® involved.** During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Real Estate at reasonable times and upon reasonable notice. Buyer shall be responsible for any damage to the real estate caused by Buyer or Buyer's inspectors or contractors, which repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

Buyer's Initials EW DDA Date/Time 3-6-17

Seller's Initials \_\_\_\_\_ Date/Time \_\_\_\_\_

a) If Buyer is not satisfied with the condition of the Real Estate as revealed by the inspection(s) and desires corrections to material defect(s), Buyer shall provide written notification of any material defect(s) and the portion(s) of the inspection report which describe the basis for the Buyer's dissatisfaction to the Listing Firm or Seller with a request for corrections desired within the Inspection Period. Buyer and Seller shall have 5 calendar days beginning the day following the date of delivery of the Post-Inspection Agreement or other written notice requesting corrections ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. Delivery of the Post-Inspection Agreement or other written notice requesting corrections to material defects will designate the end of the Inspection Period.

If written settlement of the condition of the Real Estate is not reached within the Settlement Period, Buyer shall have the option to withdraw the written request for corrections within the Settlement Period and accept the Real Estate in "as is" condition. If written settlement is not reached, with signed copies of settlement agreement physically delivered to the parties or their respective agents within the Settlement Period, and Buyer has not withdrawn the request for corrections in writing, this Contract shall be terminated. Buyer shall have the right to terminate the Contract, prior to reaching written agreement with signed copies physically delivered to the parties or their respective agents, during the Settlement Period. Buyer agrees that minor repairs and routine maintenance items are not to be considered material defects with regard to this contingency.

OR

b) If Buyer is not satisfied with the condition of the Real Estate, as revealed by the inspection(s) and desires to terminate this Contract, Buyer shall provide written notification to Listing Firm or Seller that Buyer is exercising Buyer's right to terminate this Contract within the Inspection Period, and this Contract shall be terminated.

If Buyer is satisfied with the results of the inspection(s), Buyer shall deliver written notification to Listing Firm or Seller within the Inspection Period stating Buyer's satisfaction and waiver of the contingency. **IF BUYER DOES NOT DELIVER SUCH NOTIFICATION OF SATISFACTION AND WAIVER OF THIS CONTINGENCY OR WRITTEN NOTIFICATION AS IDENTIFIED IN (a) OR (b) ABOVE, WITHIN THE INSPECTION PERIOD, THEN BUYER SHALL BE DEEMED TO BE SATISFIED WITH ALL INSPECTIONS AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF BUYER DOES NOT COMPLETE REAL ESTATE INSPECTION(S) DURING THE INSPECTION PERIOD, BUYER'S RIGHT TO INSPECT SHALL BE DEEMED WAIVED.**

A. ☒ **BUYER ELECTS TO CONDUCT INSPECTION(S) OF THE REAL ESTATE** to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate. *(The inspection(s) may include, but are not limited to, the following inspections which may or may not be performed by the same or different inspectors on the same or different dates.)*

Air Conditioning	Heating	Roofing	Water Quality / Quantity	Structural	Well / Septic System
Plumbing	Fireplace	Mold	Electrical	Asbestos	Radon
				Infestations	Any other desired by Buyer

B. ☐ **BUYER WAIVES THE REAL ESTATE INSPECTIONS** in A above with the following exception(s):

Buyer acknowledges that Buyer has been advised by REALTOR® to conduct inspections of the Real Estate and has been provided the opportunity to make this Contract contingent upon the results of such inspections.

C. ☒ **BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION** (required by some lenders/types of financing).

☐ **BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.**

D. **LEAD-BASED PAINT INSPECTION:** Buyer ☐ has ☐ has not received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer ☐ has ☐ has not received the pamphlet "Protect Your Family From Lead in Your Home".

☐ **BUYER SELECTS THE LEAD-BASED PAINT INSPECTION** pursuant to the attached Lead-Based Paint Inspection Addendum, which provides rights and responsibilities that supersede those of the general inspection contingency of this Contract.

☒ **BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.**

☐ **NOT APPLICABLE.**

**SELLER(S) AND REALTORS® SHALL NOT BE RESPONSIBLE FOR ANY UNKNOWN AND/OR DISCLOSED DEFECTS IN THE REAL ESTATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN ADVISED BY REALTOR® TO CONDUCT INSPECTIONS OF THE REAL ESTATE THAT ARE OF CONCERN TO BUYER AND HAS BEEN PROVIDED THE OPPORTUNITY TO MAKE THIS CONTRACT CONTINGENT UPON THE RESULTS OF SUCH INSPECTION(S).**

**14. PROPERTY SURVEY:** Buyer(s) acknowledges that surveys obtained by the lender are not for the benefit of the Buyer. If Buyer elects to have the property surveyed for his benefit, it shall be at Buyer's expense.

Buyer's Initials RLW DSW Date / Time 3-6-17 Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

15. **OTHER CONTINGENCIES/AGREEMENTS:** ☐ See attached Addenda which are signed by all parties and incorporated into this Contract:

16. **TITLE INSURANCE:** Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date and time the policy of title insurance is issued. Title insurance is different from casualty or liability insurance. **Buyer is encouraged to inquire about the benefits of owner's title insurance from a title insurance agency or provider. An Owner's Policy of Title Insurance, while not required, is recommended. A Lender's Policy of Title Insurance, if required by the mortgage lender, does not provide protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to Closing.**

☐ Buyer selects an Owner's Policy of Title Insurance. If checked, Seller shall pay an amount not to exceed \$300 towards the purchase of an Owner's Policy of Title Insurance and Buyer shall be responsible for payment of the balance of the Owner's Policy of Title Insurance premium. Seller's contribution is payable only if Buyer has selected to obtain the Owner's Policy of Title Insurance at Closing, so that Seller's contribution may be deducted from the proceeds paid to Seller at Closing. This amount shall be in addition to Seller-paid settlement charges stated in Section 3, if any. *Note: Buyer has the option to purchase an Owner's Policy of Title Insurance without Seller contribution, outside the terms of this Contract, if not selected at this time.*

17. **TAXES AND ASSESSMENTS:** At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated that Buyer is acquiring the Real Estate for agricultural purposes. ☐ If checked, Buyer hereby states that Buyer will use Real Estate for agricultural purposes and expressly waives Seller's payment to Buyer of the estimated agricultural tax savings subject to CAUV recoupment.

**TAX PRORATIONS:** All prorations shall be based upon the most recent available tax rates, assessments and valuations. It is the intent of the Seller and Buyer that each shall pay the real estate expenses as follows:

Seller's share is based upon the taxes and assessments which are a lien for the year of the Closing. Long Proration Method - Seller pays entire taxes due which cover the tax period(s) up to the date of Closing. If new construction, Long Proration method shall apply.

☐ Short Proration Method: **ONLY CHECK THIS BOX IF THE SHORT PRORATION METHOD IS TO BE USED** - Seller's share shall be calculated as of the date of Closing, based upon the amount of the annual taxes (as determined by the most recently assessed tax amounts) to establish a daily rate of taxes and then multiplying the daily rate by the number of days from the first day of the current, semi-annual tax period to the date of Closing. If checked, the Short Proration Method shall be applicable and shall supersede the provision to use the Long Proration Method.

**ASSESSMENTS:** Any special assessments are payable in a single annual installment and shall be prorated on the long proration method.

Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all Closing prorations shall be final, except for the following: (i.e., tax abated property, new construction, etc.) NO EXC Buyer shall assume responsibility for above items upon Closing. The Real Estate may contain a newly-constructed residence which at the time of Closing does not yet appear on the most recent official tax duplicate available, so that the tax bill prorated at the Closing shows taxes for only the vacant or partially improved land. Seller agrees that Seller is responsible for the amount of all real estate taxes assessed for the land and the residence through the date of Closing, regardless of when assessed, and if one or more tax bills are issued after the Closing which show taxes which were not prorated by Seller and Buyer at the Closing, Seller shall immediately pay the additional appropriate prorated amount to Buyer upon delivery by Buyer of the new tax bill(s). This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. Buyer shall be solely responsible for inquiring about and determining any tax credits or abatements available to the Real Estate.

18. **OTHER PRORATIONS:** It is the intent of the Seller and Buyer that each shall pay the real estate expenses listed in (a) and (b) below due for the period of time that each owns the Real Estate. There shall be prorated between Seller and Buyer as of Closing: (a) homeowner/condominium association assessments and other charges imposed by the association under the terms of the Association/Condominium Documents, if applicable, as shown on the most recent official Association statement available as of the date of Closing, and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that prorations are based on the information provided at closing and that actual amounts charged and/or collected for prorated items may differ; however all Closing prorations shall be final.

Buyer's Initials RWD Date / Time 3-6-17

Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_



279 **19. CONVEYANCE AND CLOSING:** Closing services will be provided by title company designated by Buyer:  
280 OXFORD TITLE (name of title company, if known).  
281 Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. At Closing, Seller shall be  
282 responsible for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, settlement fees  
283 chargeable to Seller, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real  
284 Estate as required by this Contract; and shall convey marketable title (as determined with reference to the Ohio State Bar  
285 Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or  
286 fiduciary deed, if applicable, in fee simple absolute, with release of dower, on APRIL 14, 2017,  
287 or earlier as mutually agreed by the parties to be the date of Closing. Title shall be free, clear and unencumbered as of Closing,  
288 with the exception of the following, if applicable: (1) covenants, conditions, restrictions and easements of record, (2) legal  
289 highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments  
290 of taxes and assessments becoming due and payable after Closing, (5) zoning and other laws, (6) homeowner/condominium  
291 association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise):  
292 NO EXC. Seller shall have the right at Closing to pay out of the Purchase Price any  
293 and all encumbrances or liens. Make deed to:

294 **20. POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given ☒ at Closing  
295 ☐ on or before 4-14-17 o'clock ☐ (A.M.) ☐ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME on  
296 \_\_\_\_\_, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall  
297 have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay for all utilities used. Seller shall order final  
298 meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered  
299 from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove  
300 all personal possessions not included in this Contract and shall remove all debris. **Time is of the essence. If Seller fails to vacate as**  
301 **agreed, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as**  
302 **a result of Seller's failure to vacate.**

303 **21. AGENCY DISCLOSURES:** Buyer and Seller acknowledge having reviewed the attached state-mandated agency disclosure  
304 statement(s).

305 **22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES:** An Affiliated Business Arrangement Disclosure ☐ has  
306 ☒ has not been executed in conjunction with this contract.

307 **23. COMPANY SPECIFIC PROVISIONS:**  
308 \_\_\_\_\_  
309 \_\_\_\_\_  
310 \_\_\_\_\_  
311 \_\_\_\_\_

312 **24. M.L.S. AND PUBLIC RECORD ACKNOWLEDGEMENT:** Seller and Buyer acknowledge that REALTOR® shall disclose  
313 this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S.  
314 participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and  
315 Buyer acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without  
316 the consent of the parties. Seller and Buyer authorize REALTOR® to disclose financing and other concession data upon inquiry and to  
317 the M.L.S. sold database, as applicable, to the extent necessary to adjust price to accurately reflect market value.

318 **25. SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied  
319 agreement exists. **Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies**  
320 **shall be included with all copies of the original Contract.** This Contract shall be binding upon the parties, their heirs,  
321 administrators, executors, successors and assigns. Faxes and Internet transmissions are an acceptable method of communication  
322 for physical delivery of the Contract in this transaction and shall be binding upon the parties.

323 **26. ELECTRONIC SIGNATURES:** Manual or electronic signatures on contract documents, transmitted in original, facsimile  
324 or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in  
325 connection with this Contract. Only original, manually signed documents shall be valid for deeds or other documents to be  
326 recorded at or after Closing or as may be required by Buyer's lender and/or the title insurance company and/or escrow agent.

327 **27. INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information  
328 provided herein or supplied by Seller or Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and  
329 agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages,  
330 lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any referrals, misrepresentation or  
331 concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

332 **28. ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision  
333 in this Contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in this  
334 Contract must be directed to Buyer's/Seller's attorney. In the event the Broker provides to Buyer or Seller names of companies or  
335 sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or  
336 endorse the services and/or products of such companies or sources.

Buyer's Initials WJ DDW Date / Time 3-6-17

Seller's Initials \_\_\_\_\_ Date / Time \_\_\_\_\_

337 **29. EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing and physically delivered to Buyer or  
 338 Buyer's agent on or before 6 o'clock ☐ (A.M.) ☒ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT  
 339 STANDARD TIME 3-7-17. The Buyer has read, fully understands and approves the foregoing  
 340 offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter  
 341 into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

Robert G Welch  
 Print Buyer's Name

[Signature]  
 Buyer's Signature

3-6-17  
 Date/Time

Donna Welch  
 Print Buyer's Name

[Signature]  
 Buyer's Signature

3-6-17  
 Date/Time

Buyer's Address 6532 PARK LN. 45227

342 **30. ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the  
 343 signatory(ies) below has/have full authority to enter into this Contract and that no additional signatories, spouse or otherwise, are  
 344 necessary in order to convey the Real Estate. Seller hereby: ☐ accepts said offer and agrees to convey the Real Estate according  
 345 to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the above modifications initialed and  
 346 dated by Seller, which counteroffer shall become null and void if not accepted in writing and physically delivered to Seller or  
 347 Seller's agent on or before \_\_\_\_\_ o'clock ☐ (A.M.) ☐ (P.M.) ☐ (Noon) EASTERN/DAYLIGHT STANDARD TIME  
 348 \_\_\_\_\_

Print Seller's Name

Seller's Signature

Date/Time

Print Seller's Name

Seller's Signature

Date/Time

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

**REALTORS® TO COMPLETE THE SECTION BELOW WHICH IS NOT A PART OF THE PURCHASE CONTRACT**

SELLING REALTOR® Firm: (Principal) Broker Name COMET & SHEPHERD

Address 6901 WOOSTER PIKE

Broker State License Number \_\_\_\_\_ Broker MLS Number COM/01

Contact (Agent) Name GEORGIE PECK

Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number 317547

Contact (Agent) Email and Phone GPECK@COMET.COM 706-1023

LISTING REALTOR® Firm: (Principal) Broker Name \_\_\_\_\_

Address \_\_\_\_\_

Broker State License Number \_\_\_\_\_ Broker MLS Number \_\_\_\_\_

Contact (Agent) Name \_\_\_\_\_

Contact (Agent) State License Number \_\_\_\_\_ Agent MLS Number \_\_\_\_\_

Contact (Agent) Email and Phone \_\_\_\_\_

**1. RECEIPT OF EARNEST MONEY**

I hereby certify receipt of Earnest Money in the amount of \$ \_\_\_\_\_ and further certify  
 that the funds have been submitted for deposit with \_\_\_\_\_ on \_\_\_\_\_ (date)  
 in accordance with terms herein provided.

Print REALTORS's Name/Firm

REALTOR's Signature

Date/Time

**3. DELIVERY OF FINAL CONTRACT TO** \_\_\_\_\_ **ON** \_\_\_\_\_

(Agent's Name)

(Date/Time)

All applicable timelines run from this date.





2013

STATE OF OHIO DEPARTMENT  
OF COMMERCE

## RESIDENTIAL PROPERTY DISCLOSURE FORM

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

## TO BE COMPLETED BY OWNER (Please Print)

Property Address: 3699 Saybrook Avenue, Cincinnati, OH 45208

Owners Name(s): Gunning Real Estate LLC

Date: 6-24-16

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date: 5-31-16  
If owner is not occupying the property, since what date:

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

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

- |  |                                       |                                  |
|--|---------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> Public Water Service | <input type="checkbox"/> Holding Tank | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Private Water Service           | <input type="checkbox"/> Cistern      | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Private Well                    | <input type="checkbox"/> Spring       |                                  |
| <input type="checkbox"/> Shared Well                     | <input type="checkbox"/> Pond         |                                  |

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? ☒ Yes  
No ☐ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Basement leaks

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Public Sewer | <input type="checkbox"/> Private Sewer | <input type="checkbox"/> Septic Tank    |
| <input type="checkbox"/> Leach Field             | <input type="checkbox"/> Aeration Tank | <input type="checkbox"/> Filtration Bed |
| <input type="checkbox"/> Unknown                 | <input type="checkbox"/> Other         |   |

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

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?  
Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No  
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☒ Yes ☐ No  
If "Yes", please describe and indicate any repairs completed:

Basement leaks

Owner's Initials ☒ Date  
Owner's Initials ☒ DatePurchaser's Initials ☒ Date 3/6/17  
Purchaser's Initials ☒ Date 3-6-17

Property Address 3699 Saybrook Avenue, Cincinnati, OH 45208

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 checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

Owner's Initials [Signature] Date 6/24/16  
Owner's Initials [Signature] Date \_\_\_\_\_

Purchaser's Initials [Signature] Date 3/6/17  
Purchaser's Initials [Signature] Date 3-6-17

Property Address 3699 Saybrook Avenue, Cincinnati, OH 45208

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?

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

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

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

If "Yes", please describe: \_\_\_\_\_

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

If "Yes", please describe: \_\_\_\_\_

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

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) N/A

List any current assessments: N/A monthly fee N/A 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

☐  
☐  
☐☒  
☒  
☒

4) Shared Driveway

☐  
☐  
☐☒  
☒  
☒

2) Boundary Dispute

5) Party Walls

3) Recent Boundary Change

6) Encroachments From or on Adjacent Property

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

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

N/A

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 [Signature] Date 6/24/16

Owner's Initials [Signature] Date \_\_\_\_\_

Purchaser's Initials [Signature] Date 3-6-17

Purchaser's Initials [Signature] Date 3-6-17

Property Address 3699 Saybrook Avenue, Cincinnati, OH 45208

### **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](http://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:

**Mortgage Loan Qualification Letter**

**Date:** 03/07/2017

**PrimeLending Loan Originator**

**Applicant:** Robert Welch

**Name:** Rebecca A Endres

**Co-Applicant(s):** Donna Welch

**NMLS Number:** 790220

**Subject Property Address:** 3699 Saybrook Ave  
Cinti, OH 45208

**Phone Number:** 513.615.3283

**Email:** rebecca.endres@primelending.com

**Maximum Sales Price:** \$242000

**Product Description:** Conventional

The applicant(s) listed above is qualified for a mortgage loan. This Mortgage Loan Qualification Letter is based on the information that the Applicant(s) has provided to PrimeLending, it has been determined that the Applicant(s) is eligible and qualified to meet the financial requirements of the proposed loan amount.

This Mortgage Qualification Letter is further based upon current market interest rates and the representations provided by Applicant(s). It is also subject to qualification at the locked interest rate and program selected by the Applicant(s). **This Mortgage Loan Qualification Letter does not guarantee loan approval and is not a commitment for a loan or any particular terms.** Among other things, approval for a loan will require:

1. A fully executed sales contract;
2. Verification of the information, such as income, assets and employment that the Applicant(s) has provided, which must remain unchanged at the time of closing;
3. The transaction complies with PrimeLending's underwriting and processing requirements;
4. The Subject Property satisfies PrimeLending's requirements, including but not limited to, appraisal, title, survey, property inspection, condition, any applicable insurance [i.e. hazard, title and/or flood insurance]; and
5. Any other conditions or requirements PrimeLending may require.

**ADDITIONAL CONDITIONS:** Credit has been received and reviewed. Income and asset documents have also been received and reviewed. This qualification is NOT contingent upon the sale of any real estate.

PrimeLending shall determine, in its sole discretion, whether the conditions set forth herein are satisfied and reserves the right to unilaterally withdraw this qualification and refuse to fund the loan due to any condition not being met or any material change in risk. There are no third-party beneficiaries to this Mortgage Loan Qualification Letter and this Mortgage Loan Qualification Letter is solely for the benefit of the parties hereto.

**Should the applicant listed above change properties, this letter will become null and void.**

**There are no unwritten oral agreements between the parties.**

**PrimeLending, a PlainsCapital Company:**

  
By: Rebecca A Endres



# Lead-Based Paint and Lead-Based Hazards Disclosure Form

Property Address 3699 Saybrook Avenue  
City Cincinnati State OH Zip 45208 MLS# \_\_\_\_\_

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

## Seller's Disclosure (initial)

- ☐ (a) Presence of lead-based and/or lead-based paint hazards (check below):  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housings (explain):  
\_\_\_\_\_  
☒ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- ☐ (b) Records and reports available to the seller (check one below).  
☐ 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 documents (list documents below).  
\_\_\_\_\_  
☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing.

## Buyer's Acknowledgment (initial)

- ☒ (c) Buyer has received copies of all the information listed above.  
☒ (d) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."  
☒ (e) Buyer (check one below):  
☐ Shall receive 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  
☒ Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgments (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 provided by the signatory is true and accurate

Seller	_____	Buyer	<u>[Signature]</u>
Seller	_____	Buyer	<u>DM</u>
Agent	_____	Agent	<u>[Signature]</u>





Donna or Robert Welch  
6332 Park Lane  
Cincinnati, OH 45227

73-18/421  
EZShield™ PLUS Check Fraud  
Protection & ID Restoration

3151

Date 3-7-17

Pay to the  
order of Comey & Shepherd

One thousand and 00/100 ————— Dollars

\$ 1,000.00

PNC BANK, N.A. 071  
NORTHERN KENTUCKY

Memo \_\_\_\_\_

DM

MP

⑆042100188⑆ 4800021844⑈ 3151