

[Title] **CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION**

Coldwell Banker King Thompson Schillig Estates And Auctions

Cynthia@SchilligEstatesAndAuctions.com 614-205-2738 Direct

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult a Realtor)

Date: 05/15/2019

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser(s) agree to purchase from the undersigned owner (seller) through Coldwell Banker King Thompson (Broker), the following real estate) located at 27 Cliff St. Buckeye Lake, OH 43008
2. **PRICE AND TERMS:** Purchaser(s) agree to pay amount of high bid \$ TBD plus buyer premium of \$ TBD for a TOTAL CONTRACT PRICE of \$ TBD (TBD) for the real estate as follows: A non-refundable deposit (except in the case of a non-marketable title) shall be \$5000.00 (Five Thousand Dollars) **and will be applied toward the Purchase Price at closing.** Upon acceptance of this offer to purchase of the above named property, if it does not close for any reason other than as agreed, Purchaser(s) agrees that the non refundable deposit shall be disbursed by Broker within 5 calendar days from scheduled closing date, unless Broker has been previously notified in writing by purchaser(s), that litigation has been filed with a court of competent jurisdiction. A copy of filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in cash on the date of closing 05/28/2019 or before.
4. **PARTIES WILL CLOSE THROUGH: Associates Title Inc. 614-222-2123**
5. **If buyer(s) do not close on or before scheduled closing date, of 05/28/2019,** the seller(s) may, at seller's option, to extend the closing date in consideration for a sum **of \$100.00 (One Hundred Dollars) per day** after original closing date.
6. **OBTAINING FINANCING:** This Purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies for finance or otherwise. Any inspections to be completed prior to auction and no entry of property until closing occur.
7. **BINDING OBLIGATION:** The purchaser(s) are **buying the property "As Is Where-Is" and without Recourse.** If Buyer(s) fail to close for any reason whatsoever, except a nonmarketable title, the Buyer(s) voluntarily agrees to forfeit entire down payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as penalty, without affecting any of Seller's future remedies. Either party may demand specific performance of this agreement.
8. **OWNERS CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no city, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All inspections must be completed prior to Auction. **PURCHASER(S) ARE RELYING SOLEY UPON HIS/HER EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEER or REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.**
9. **INDEMNITY:** Seller(s) and Purchaser(s) agree that the AUCTIONEERS/BROKER, their agents and employees are released from any claims, demands, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.

BUYER _____ Date _____ Buyer _____ Date _____ SELLER _____ Date _____ SELLER _____ Date _____

10. CONVEYANCE AND CLOSING: Seller(s) shall convey marketable title to the Real Estate by General Warranty Deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under leases and state law. Title shall be free and unencumbered as of closing, except restrictions and easements of record and except the following assessments (certified or otherwise):

_____.

11. CONDITION OF IMPROVEMENTS: The risk of description or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the real estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to closing, the real estate shall not be replaced or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his/her option, may terminate this contract by written notice to Seller and the Down Payment shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from the date of this contract. Purchaser hereby notifies that insurance should be placed upon the property immediately to protect Purchasers' interest.

12. DISCLOSURE: Buyer Seller is a licensed Real Estate Broker or Sales Person

13. POSSESSION: Possession shall be given XXXX at closing/funding days after closing@ , subject to Tenants' Rights, with deed, (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities) No work can be done on the property by the Purchaser until possession is given.

14. AGENCY DISCLOSURE STATEMENT: Purchaser acknowledges having reviewed and signed Agency Disclosure. Auctioneer/Realtor and co-listing Agent represents the Seller only.

15. SOLE CONTRACT: The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties and all copies attached to the original offer. This offer shall be binding upon parties, their heirs, administrators, executors, and assigns.

16. TERMS: The property sells XXXX to the high bidder regardless of price, or subject to seller's confirmation.

17. \$5000.00 (Five Thousand Dollars) Deposit must be wired to Coldwell Banker King Thompson Escrow account on or before 05/16/2019 Wire Instructions are attached in documents section on www.SchilligEstatesAndAuctions.com and will be emailed to Buyer. The Deposit is non refundable and will be applied at closing, which will be held in the non interest bearing escrow account of Coldwell Banker King Thompson as escrow agents for the sellers. The Buyer(s) acknowledge receiving, reviewing this contract prior to auction.

18. A 10% (ten percent) Buyer's Premium or \$5000.00 (Five Thousand Dollars) which ever greater, will be added to the high bid (hammer price) to determine the final contract selling price.

19. TAXES: will be prorated using the method in which Seller's share is based on the number of days from the date of the immediately preceding semiannual installment to the date of closing. Buyer will be assuming 6 months of accrued taxes.

20. Property is being sold at Public Auction: Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as-is", "where-is", with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information contained online was obtained from sources deemed reliable. However, neither Coldwell Banker King Thompson, nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on the same. Except in the case of an absolute auction, Auction firm reserves the right to bid on behalf of the sellers. Auctioneer reserves the right to bid on behalf of him/herself at any auction. The seller and Auction Company reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.

BUYER Date BUYER Date SELLER Date SELLER Date

21 Auction Firm hereby acknowledges that they represent the Seller. An Agency Disclosure must be signed by high bidder.

22 The xxx Buyer(s), Seller shall be responsible for all transfer taxes, recording fees, title search, and deed preparation. Seller is responsible is for real estate prorated, mortgage release and will convey a good marketable title. The xxxx buyer(s) is responsible for survey cost, if a survey is required for a transfer. * Buyer is responsible for all other costs associated with closing.

23 By bidding, the buyer(s) agrees to waive the 10 day post inspection for lead based paint. Buyer(s) also agrees to waive the right to receive a Residential Property Disclosure form and their right to rescind the Contract to Purchase.

24 Real Estate is sold through Coldwell Banker King Thompson.

25 Other: Tenants Rights prevail. Tenant on Month to Month @ \$450/mo. Tenant must be given 30 days notice if buyer should want to change terms or remove.

26 **Expiration and Approval:** This offer is void if not accepted in writing on or before _____, 20__ EST ____ am, ____ pm.

27 **Make Deed to: (print)** _____

The Purchaser has fully read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

PURCHASER _____	_____	
Print	Sign	Date
PURCHASER _____	_____	
Print	Sign	Date
FULL ADDRESS _____		

PHONE (Cell) _____ Email _____

ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer and hereby: _XXXX_ accepts said offer and agrees to convey the Real Estate according to the terms and conditions, _____ rejects said offer, or _____ counteroffers according to the modifications initialed by Seller(s). Counteroffer shall become null and void if not accepted in writing on or before _____ ____ am ____ pm. Seller acknowledges that Agency Disclosure Statement has been signed.

29 **SELLING FEES AND EXPENSES:** Seller to pay Auction Selling Fees and/or reimburse agreed expenses per ERS Listing Contract

SELLER: _____	_____	
Print	Sign	Date
SELLER: _____	_____	
Print	Sign	Date

30 **RECEIPT BY** Coldwell Banker King Thompson DATE _____, I hereby acknowledge receipt of \$ _____ (_____) _____ CASH, _____ Cashier's CK _____ Personal CK _____ Wire Transfer and made payable to Coldwell Banker King Thompson Escrow as non refundable deposit in accordance with terms herein provided.



KING THOMPSON

Three Parkway North, Suite 400

Deerfield, IL 60015

Escrow Department

P: 847-313-6539

P: 847-313-6553

When sending a wire into our account,
please make sure the originating bank
references the property address, buyer's
name and SIS number in the wire
information to beneficiary.

Earnest Money Wiring Instructions for Columbus Offices

Beneficiary: Coldwell Banker King Thompson

Our Routing or ABA #: 041000124

Our Account #: 4613273851

For International Transfers Only – Swift Code: PNCCUS33

Our Bank: PNC Bank

500 First Ave.

Pittsburgh, PA. 15129

Please confirm with your bank that the **funds are not being sent as ACH or money transfer** between accounts. These payment types are not wires and are not guaranteed to be received in a timely basis.

These wire instructions are only for earnest money.

Any other funds such as proceeds, commissions or lease deposits, should not be sent to this account; and if they are, they will be rejected.

SIS#: _____

Property Address: 27 Cliff St., Buckeye Lake, OH 43008

Buyer's Name: _____



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by state 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: 27 Cliff Street, Buckeye Lake, OH 43008

Buyer(s): TBD

Seller(s): Fred D Kehlmiere

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by Cynthia Schillig, and Coldwell Banker King Thompson.
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, every agents and
will be working for both the buyer and seller as "dual agents." 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: .

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Cynthia Schillig and real estate brokerage Coldwell Banker King Thompson 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.

<u>DATE</u>	<u>DATE</u>
<small>BUYER/TENANT</small>	<small>SELLER/LANDLORD</small>
<u>DATE</u>	<u>DATE</u>
<small>BUYER/TENANT</small>	<small>SELLER/LANDLORD</small>

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 the 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 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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 an attorney or to:



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





STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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


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

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

OWNER INSTRUCTIONS

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

Owner's Initials
Owner's Initials

 04/05/19

Purchaser's Initials
Purchaser's Initials



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:

27 Cliff Street, Buckeye Lake, OH 43008

Owners Name(s):

Fred D Kehlmer

Date: 04/05/2019

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date: _____

If owner is not occupying the property, since what date: NEVER OCCUPIED BY OWNER

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

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

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

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

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

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

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

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

Do you know of **any previous or current** leaks, backups or other material problems with the sewer system servicing the property?

Yes ☐ No ☒ If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

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

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

If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): SMALL LEAK IN PORCH ROOF

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

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

Owner's Initials
Owner's Initials

 04/05/19

Purchaser's Initials
Purchaser's Initials

Property Address 27 Cliff Street, Buckeye Lake, OH 43008

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 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

PDK

04/05/19

EEC 04/05/19

Purchaser's Initials

Property Address 27 Cliff Street, Buckeye Lake, OH 43008

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

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

	Yes	No	Unknown
Is the property located in a designated flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input 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/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? ☐ Yes ☒ No
If "Yes", please describe: _____

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

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? ☐ Yes ☒ No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____
List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. ☐ Yes ☒ No
If "Yes", please describe (amount) _____

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

	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

PDK
04/05/19

Owner's Initials

Purchaser's Initials
Purchaser's Initials

Property Address _____ 27 Cliff Street, Buckeye Lake, OH 43008

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:	<i>Fred D Kehlmer</i>	dotloop verified 04/05/19 6:56 PM MDT RKEA-D9AY-VLPX-MNMR
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:	



Lead-Based Paint and Lead-Based Hazards Disclosure Form



Property Address 27 Cliff Street

City Buckeye Lake **State** OH **Zip** 43008 **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)

 <small>04/15/19 8:31 AM MDT dotloop verified</small>	<input type="checkbox"/> (a) Presence of lead-based and/or lead-based paint hazards (check below): <input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housings (explain): <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
 <small>04/15/19 8:31 AM MDT dotloop verified</small>	<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing. <input type="checkbox"/> (b) Records and reports available to the seller (check one below). <input type="checkbox"/> 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): <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
	<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard in the housing.

Buyer's Acknowledgment (initial)

<div style="border: 1px solid black; width: 40px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<input type="checkbox"/> (c) Buyer has received copies of all the information listed above. <input type="checkbox"/> (d) Buyer has received the pamphlet "Protect Your Family From Lead in Your Home." <input type="checkbox"/> (e) Buyer (check one below): <input type="checkbox"/> 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 <input type="checkbox"/> Waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
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Agent's Acknowledgments (initial)

 <small>04/16/19 10:22 AM EDT dotloop verified</small>	<input type="checkbox"/> (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.
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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 <u>Fred D Kehlmer</u> <small>dotloop verified 04/15/19 8:31 AM MDT ZNOZ-QIM8-5TB9-TIZO</small>	Buyer _____
Seller _____	Buyer _____
Agent <u>Cynthia Schilling</u> <small>dotloop verified 04/16/19 10:22 AM EDT 233E-KGLP-GCTC-IFXL</small>	Agent _____

