

Dear Home Seller:

Please find your "For Sale by Owner" Kit compliments of All Title Services, Inc.

Why should you use All Title Services, Inc.?

- I am sure you are aware that lenders are not permitted by law to divulge information about their client's situation or the status of the Buyer's loan approval process to you.
- You as the Seller are paying the majority of the Title Closing Costs - so you should have the right to choose who should do the title work.
- Save money! We give you a discount on your Closing Costs!
- We are the oldest Lake County Land Title Company - first established in 1948 and service the majority of the "For Sale by Owner" transactions.

It is important to use All Title Services, Inc. as an impartial third party working for your interests and protection. We will make sure you are informed at every step of the process especially during your Buyer's finance approval process for your peace of mind.

You place a value on being treated in a courteous, friendly manner and getting answers to your questions – fast. The time to call us is NOW! When your Buyer is ready to sign the Real Estate Purchase Agreement; you are prepared for the next step in the "For Sale by Owner" process.

We offer a Home Warranty program, which according to statistics helps sell your home up to 29% faster. Also, on average having a Home Warranty may get you 2.20% closer to your asking price than a home without a warranty.

Please call us if you would like a Preliminary Examination of the Records showing the Legal Description of your property and up-to-date Real Estate Tax information, which affect your property. It is vital that you pass along a copy of this information to your Buyer who will in turn present it to their bank when making a loan application. This information will help expedite the processing of the loan.

Good luck in selling your home – always keep All Title Services, Inc. in mind knowing that we'll be here when you need us.

With kindest personal regards, I remain, Very truly yours,

Debi Love-Barstow

President
(440) 946-4437
debi@alltitleservicesinc.com

Seller Checklist

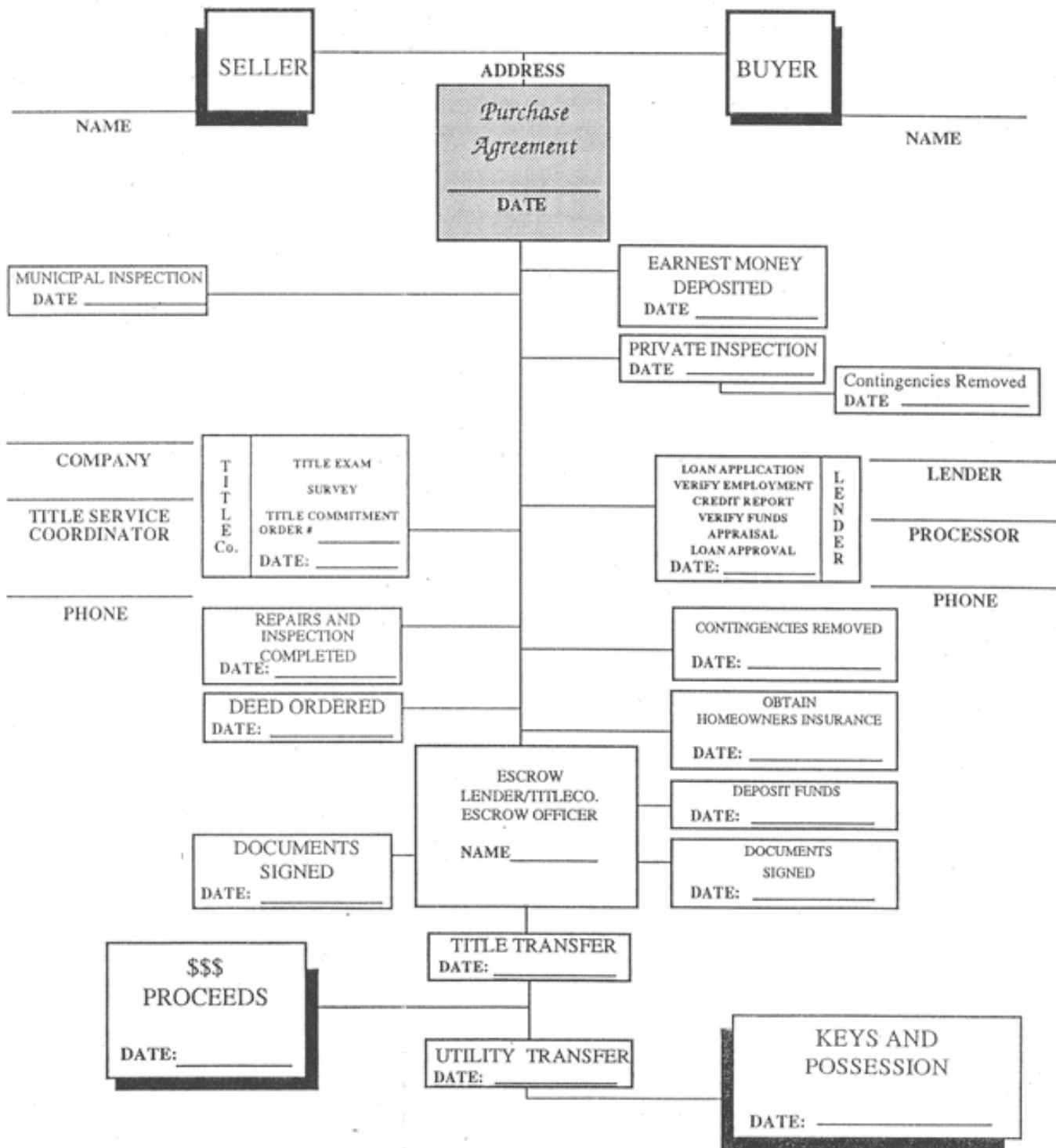
- Copies of **Purchase Agreement** to distribute as follows:
 - Original to Buyer
 - Copy #1 to Seller
 - Copy #2 to Buyer
 - Copy #3 to All Title Services, Inc.

- Earnest money check made payable to **All Title Services, Inc.** as noted on Purchase Agreement.

- Give to Buyer original of **Residential Property Disclosure** and the **Lead-Based Paint Disclosure** forms (you keep a copy).

- Property Information** showing Legal Description and Property Taxes information received from All Title Services, Inc.

TRANSACTION FLOW CHART



DATES WILL VARY ACCORDING TO PURCHASE AGREEMENT



FACT SHEET

EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

SUMMARY

The Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on lead-based paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood-lead levels above safe limits, mostly due to exposure to lead-based paint hazards.

EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

BACKGROUND

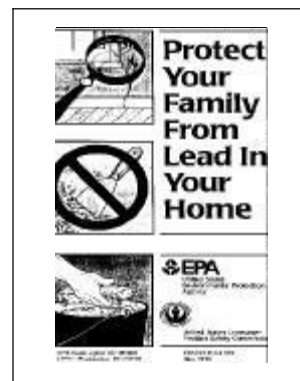
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

TYPE OF HOUSING NOT COVERED

- Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- Leases for less than 100 days, such as vacation houses or short-term rentals.
- Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).

- Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.
- Foreclosure sales.

EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm

WWW: <http://www.epa.gov/opptintr/lead/index.html>
<http://www.hud.gov>

Dial up: (919) 558-0335

FTP: [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type "anonymous." Your password is your Internet E-mail address.)

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



Effective 1/1/07

STATE OF OHIO
DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:1-4-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address:

Owners Name(s):

Date: _____, 20____

Owner [] is [] is not occupying the property. If owner is occupying the property, since what date: _____

Purpose of Disclosure Form: This is a statement of the condition of the property and of information concerning the property actually known by the owner as required by Ohio Revised Code Section 5302.30. Unless otherwise advised in writing by the owner, the owner, other than having lived at or owning the property, possesses no greater knowledge than that which could be obtained by a careful inspection of the property by a potential purchaser. Unless otherwise advised, owner has not conducted any inspection of generally inaccessible areas of the property. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER OF THE PROPERTY. THIS STATEMENT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION.

Owner's Statement: The representations contained on this form are made by the owner and are not the representations of the owner's agent or subagent. This form and the representations contained in it are provided by the owner exclusively to potential purchasers in a transfer made by the owner, and are not made to 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. For example, although some questions are limited to the past five years material problems or defects that occurred over five years ago that have not been fully corrected are required to be disclosed.

Instructions to Owner: (1) Answer ALL questions. (2) Identify any material matters in the property that are actually known. (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.

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

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

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

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

[] Yes [] No If "Yes", please describe: _____

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

If owner knows of any leaks, backups or other material problems with the water supply system or quality or quantity of the water since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

Owner's Initials ____/____ Date ____/____

Purchaser's Initials ____/____ Date ____/____

Property Address _____

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

- | | | |
|---------------------------------------|--|---|
| <input 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: _____

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

If "Yes", please describe: _____

If owner knows of any leaks, backups or other material problems with the sewer system since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

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 current leaks or other material problems with the roof or rain gutters? Yes No

If "Yes", please describe: _____

If owner knows of any leaks or other material problems with the roof or rain gutters since owning the property (but not longer than the past 5 years), please describe and indicate any repairs completed: _____

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: _____

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: _____

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. 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: _____

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):

Do you know of any 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: _____

If owner knows of any repairs, alterations or modifications to control the cause or effect of any problem identified above, since owning the property (but not longer than the past 5 years), please describe: _____

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

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

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

Owner's Initials _____/_____/_____ Date _____/_____/_____

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

Property Address _____

G) WOOD BORING INSECTS/TERMITES: Do you know of the presence of any wood boring insects/termites in or on the property or any existing damage to the property caused by wood boring insects/termites? Yes No

If "Yes", please describe: _____

If owner knows of any inspection or treatment for wood boring insects/termites, since owning the property (but not longer than the past 5 years), please describe: _____

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

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

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

I) 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 type="checkbox"/>
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

If "Yes", please describe: _____

If owner knows of any repairs, modifications or alterations to the property or other attempts to control any flooding, drainage, settling, grading or erosion problems since owning the property (but not longer than the past 5 years), please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

Is the property subject to any rules or regulations of, or the payment of any fees or charges to, a Homeowners Association, Condominium Association or any other Community Association? Yes No

If "Yes", please describe: _____

Owner's Initials _____ / _____ Date _____ / _____

Purchaser's Initials _____ / _____ Date _____ / _____

Property Address _____

L) 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 type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input type="checkbox"/>

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

M) 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: _____

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 represents that the statements contained in this form are made in good faith 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: _____ **DATE:** _____

OWNER: _____ **DATE:** _____

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.

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.

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.

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

PURCHASER: _____ **DATE:** _____

PURCHASER: _____ **DATE:** _____

REAL ESTATE PURCHASE AGREEMENT

1. PROPERTY: The undersigned _____, hereafter designated as the "Purchaser", offers to buy the property located at: _____, City/township _____, Ohio _____, Permanent Parcel No. _____, and further described as: _____.

The property shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures in their Present Condition, including, without limitation, such of the following as are now on the property; all electrical, heating, plumbing and bathroom fixtures, all window and door shades, blinds, awnings, screens, storm windows, curtains and drapery fixtures, all landscaping, incinerator, TV antenna, rotor and control unit, smoke detectors, garage door opener and control units, all built-in appliances, and affixed carpeting. The following notes items SHALL BE INCLUDED: (___) all curtains and draperies, (___) water conditioner, (___) stove, (___) refrigerator, (___) dishwasher, (___) compactor, (___) fireplace grate, screen and the following: _____

NOT INCLUDED: _____

2. PRICE: As set forth below, Purchaser agrees to pay the sum of \$ _____
(a) Earnest money paid to _____ to be deposited upon acceptance \$ _____
 (a) (b) Cash to be deposited in escrow \$ _____
 (b) (c) Proceeds of any mortgage to be secured by Purchaser: CONV \$ _____
 (c) (d) (___) VA (___) FHA (___) Other\$ _____

Purchaser's Initials _____
Date _____

Seller's Initials _____
Date _____

3. FINANCING: This Agreement is subject to Purchaser's ability to obtain a commitment for a mortgage loan with _____% down payment to finance the purchase of the property. Purchaser shall make a written application within _____ days after acceptance. If the commitment cannot be obtained within _____ days after acceptance, unless an extension is mutually agreed to, this Agreement shall be null and void and the following shall occur promptly: both Purchaser and Seller shall enter into a written Mutual Release from this transaction, directing the return of the earnest money deposit, or Seller shall sign an Authorization returning said earnest money deposit to Purchaser.

4. TITLE: Seller shall furnish a warranty deed and/or fiduciary deed, if required, conveying to Purchaser a marketable title with dower rights released, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by Purchaser, (b) restrictions, reservations, easements and conditions of record, (c) encroachments which do not materially and adversely affect the use or value of the property, (d) zoning ordinances, if any, and (e) taxes and assessments, both general and special, for the current half of the taxable year and thereafter. Seller shall furnish and pay half of an owner's fee policy of title insurance in the amount of the purchase price. Title services shall be provided by All Title Services, Inc., 270 E. Main St. – Suite 210, Painesville, OH 44077 (440) 946-4437.

5. CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or All Title Services, Inc. on or before _____. The deed shall be filed for record on or about _____. If a defect in title appears, Seller shall have thirty (30) days after notice to remove the defect. If for any reason the Seller is unable to remove or satisfy the defect(s) in title within said thirty (30) days, Purchaser may, at his option, either (1) accept such title as Seller is able to furnish or (2) terminate this Agreement and receive all funds previously paid as earnest money or deposited in escrow. Upon such termination, neither party hereto shall thereafter be under further liability to the other party, and both Seller and Purchaser agree to sign a Mutual Release.

6. POSSESSION: Seller shall deliver possession to Purchaser _____ days after transfer of title. The first _____ days of such period to be used rent-free and the balance at \$ _____ per day. All rent charges to be paid directly from the Seller to Purchaser.

Purchaser's Initials _____

Date _____

Seller's Initials _____

Date _____

7. PRORATIONS: Taxes and assessments, both general and special, and tenants rents, if any, shall be prorated as of the date of the title transfer. The tax proration is to be based upon the latest available tax duplicate. In the event that the last available tax duplicate does not reflect (1) the value of improvements which were in existence but not assessed as of the closing or (2) a change in valuation as determined by the County Auditor for the proration period, All Title Services, Inc. shall obtain the later values from the auditor and use said later values for the proration. The parties agree to adjust directly any changes in tax proration discovered when the tax duplicate for the calendar year of closing becomes available. Purchaser shall be credited with security deposits, if any. All Title Services, Inc. shall withhold \$ 200.00, for Seller's final water bill and sewer bill. If claim is not made by Purchaser within 90 days, the funds will be released to Seller.

8. CHARGES: Seller shall pay the following costs though escrow: (a) one-half of the Real Estate Transfer Tax, (b) title exam and one-half of owner's fee premium, (c) prorations due Purchaser, (d) broker's commissions, (e) one-half the escrow fee (unless VA regulations prohibit payment of escrow fees by Purchaser, in which case Seller shall pay the entire escrow fee), (f) the amount due to discharge any lien encumbering the premises and the cost of recording the cancellation thereof. Seller shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Purchaser shall pay: (a) one-half of the Real Estate Transfer Tax, (b) one-half of the escrow fee, (c) all recording fees for the deed and any mortgage, (d) one-half of owner's fee premium, and (e) any costs incident to Purchaser's financing. Seller, or if applicable, Purchaser shall deposit in escrow any permits and point-of-sale certificates required by law. If a defect is detected in any of the utility service main supply lines at the Property at the time of transfer of utilities, Seller shall pay all costs for repair of same.

9. HOME WARRANTY: () If checked, Purchaser shall be provided a home warranty plan issued by _____ . The application service charge of \$ _____, including options, if applicable, shall be paid by _____ from escrow at the time of title transfer.

10. DAMAGE: If any building or other improvements are damaged or destroyed prior to title transfer in excess of 10 % of the purchaser price, Purchaser shall have the option (a) receive the proceeds of any insurance, or (b) terminate this Agreement and recover all funds previously paid into escrow or to Seller. For all damage or destruction valued at less than 10%, Seller shall restore the Property to its condition at a date of acceptance thereof.

Purchaser's Initials _____

Date _____

Seller's Initials _____

Date _____

11. CONDOMINIUM: If the property is a Condominium Unit, Purchaser agrees to be bound by the Condominium Declaration, By-laws, Rules and Regulations, provided that Purchaser shall have 7 days upon receipt to approve same. Should Purchaser reject the requirements of said documents, this contract shall be null and void. The conveyance of the property shall be subject to those documents, the Condominium Drawings and all applicable federal, state and locals laws. All Title Services, Inc. shall obtain the Condominium Association's Waiver of Rights of First Refusal to Purchase (if required) and a Maintenance Fee Status Report and shall prorate maintenance fees to date of title transfer.

12. CONDITION OF PROPERTY: Purchaser acknowledges that it has been recommended to him that he engage, at his expense, the services of a professional contractor or building inspector to inspect the property and all improvements to ascertain that the condition of the property is as called for in this Agreement. Purchaser further acknowledges that no agent having anything to do with this transaction has made any verbal or other statements or representations concerning the property on which Purchaser has relied, except as specifically set forth in writing herein. Purchaser has examined the property and agrees that the property is being purchased in its present "as is" condition, including any defects that may have been disclosed by Seller either specifically herein or in the Residential Property Disclosure Form. Purchaser acknowledges that he has not relied on any representations, warranties or statements whatsoever concerning the property, including without limitations its use or condition, other than as written in this Agreement. Purchaser has () has not () received a copy of the Residential Property Disclosure Form signed by Seller prior to writing this offer.

() Transaction is exempt from disclosure requirements. Seller agrees to notify Purchaser of any additional disclosure items that arise between date of acceptance and date of filing of the deed.

13. INSPECTION CONDITION: This Agreement shall be subject to all of the following checked inspections, which inspections shall be paid for by the Purchaser, carried out in good faith by all parties, and completed within the time specified. These inspections shall be either approved or disapproved by Purchaser in writing within said times and if disapproved, this Agreement shall become null and void. (If none, write NONE.)

() A. GENERAL HOME INSPECTION: The property shall be inspected by an inspector or Purchaser's choice within _____ days from final acceptance hereof.

() B. WELL OPERATION AND WELL WATER TEST: The well system shall be inspected by an inspector of Purchaser's choice (whose findings would be acceptable to County or other water authorities) for both (1) adequate flow rate and equipment operation and (2) potability, within _____ days from final acceptance hereof.

Purchaser's Initials _____

Date _____

Seller's Initials _____

Date _____

() C. SEPTIC SYSTEM INSPECTION: The septic or other on-site sanitation system shall be inspected by an inspector of Purchaser's choice (whose findings would be acceptable to County or other sanitary authorities) within _____ days from final acceptance hereof. Seller shall pay the cost of a sanitation system cleaning, if necessary, for inspection.

() D. TERMITE/WOOD DESTROYING INSECT INSPECTION: The property shall be inspected by a licensed pest control inspector of Purchaser's choice within _____ days from final acceptance hereof.

NOTE: FHA and VA Regulations require the Seller pay the cost of the termite inspection.

() E. RADON INSPECTION: The property shall be inspected by the Purchaser or a qualified inspector of Purchaser's choice within _____ days from final acceptance hereof.

() F. LEAD-BASED PAINT INSPECTION: If the subject dwelling was built prior to 1978, see Lead-Based Paint Addendum attached.

WAIVER: Should Purchaser fail to have any of the above inspections completed within the times specified, OR IF PURCHASER FAILS TO SPECIFICALLY APPROVE OR DISAPPROVE ANY INSPECTIONS WITHIN THE TIMES SPECIFIED, then Purchaser shall be deemed to have WAIVED SUCH INSPECTIONS and shall be considered as HAVING ACCEPTED THE PROPERTY ABSOLUTELY AND FINALLY IN ITS PRESENT "AS IS" CONDITION, and neither Seller or his/her agent having anything to do with this transaction shall have any further liability or obligation to Purchaser as to such inspections or Agreement Conditions. Should the results of any such inspections not be satisfactory to Purchaser, then, within the times specified, Purchaser shall notify Seller in writing of his specific dissatisfaction.

14. BINDING CONTRACT: Upon written acceptance, this offer shall become an agreement binding upon Purchaser and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be in writing and shall be signed by both Purchaser and Seller. This Agreement shall be used as escrow instructions subject to All Title Services, Inc.'s [Escrow Agent] usual conditions of acceptance.

Purchaser's Initials _____

Date _____

Seller's Initials _____

Date _____

15. **ADDENDUM (S):** The additional terms of Addendum(s) _____ are made a part of this Agreement.

16. **TITLE:** Title will be taken in the name of _____.
Survivorship Deed () Yes () No

17. **OTHER:** _____

Purchaser: _____ **Address:** _____
Purchaser: _____
Date: _____ **Phone:** _____

Seller: _____ **Address:** _____
Seller: _____
Date: _____ **Phone:** _____

DEPOSIT RECEIPT

[Make check payable to: ALL TITLE SERVICES, INC.]

Acknowledgement is hereby made of the deposit of _____ Dollars
\$ _____ above mentioned, subject to the terms hereof.

By: _____
(Seller's Signature)

THIS DOCUMENT IS LEGALLY BINDING. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY.

Purchaser's Initials _____
Date _____

Seller's Initials _____
Date _____