

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE:	)	CASE NO. 18-10514
	)	
WILSON LAND PROPERTIES, LLC	)	Chapter 11
	)	
Debtor	)	JUDGE ARTHUR I. HARRIS
	)	
	)	<u>MOTION TO SELL REAL ESTATE</u>

Wilson Land Properties, LLC, Debtor in possession, (“Debtor”) moves this Court for an Order pursuant to 11 UCS Sections 102(1)(b)(i), 363(b) and (f) authorizing the sale of the property of the estate described below free of any interest of any entity other than the estate.

1. On January 31, 2018, the Debtor filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code.
2. Debtor has continued in possession of its property and continued to operate and manage its business as a Debtor in possession pursuant to sections 1107A and 1108 of the Bankruptcy Code. No request has been made for the appointment of a Trustee or Examiner and the United States Trustee has indicated that no official creditor committee is being formed for this case.

3. The Court has jurisdiction over this motion pursuant to 28 USC sections 157 and 1334. Venue is proper in this district pursuant to 28 USC sections 1408 and 1409. This is a core proceeding pursuant to 28 USC section 157(b)(2). The statutory predicate for the relief sought herein is section 363(b) and (f) of the Bankruptcy Code.
4. The Debtor seeks to sell the property located at 7347 Reynolds Road, Mentor, Ohio, 44060. The Debtor proposes to sell the estate's interest in this real estate for \$110,000.00 on the terms and conditions set forth in the offer to purchase from Christopher Collins, attached hereto as Exhibit A. Buyer has no connection to the Debtor. The property is currently rented and that makes it attractive to a buyer such as Mr. Collins.
5. There are encumbrances on the property as indicated from the Commitment attached hereto.
6. The parties believe the sale price represents fair market value for the property.
7. There are interests in this real estate as set forth in the attached Commitment but it is in the best interest of the estate that the property be sold free and clear of their interests. Those interests as set forth in the Commitment attached hereto.
8. In order to provide adequate protection of any interests of those parties, Buyer will deposit the funds necessary to complete the transaction with the escrow agent as set forth in Exhibit A, Debtor will instruct the escrow agent to disperse from the sale proceeds an amount sufficient to pay real estate taxes, and amounts owed to Tax Ease Ohio in full and then the balance to RBS Citizens NA.

9. Therefore, Wilson Land Properties, LLC requests that this Court authorize the sale of the above described real estate, to the proposed purchaser on the terms and conditions as set forth herein.

Respectfully submitted,

/s/ Glenn E. Forbes, Esq.  
Glenn E. Forbes, Esq. 0005513)  
FORBES LAW LLC  
*Main Street Law Building*  
166 Main Street  
Painesville, OH 44077  
Voice: (440) 357-6211 ext. 128  
Fax: (440) 357-1634  
eFax: 1-888-807-6985  
[gforbes@geflaw.net](mailto:gforbes@geflaw.net)  
[bankruptcy@geflaw.net](mailto:bankruptcy@geflaw.net)

**CERTIFICATE OF SERVICE**

I hereby certify that on February 3, 2019, a true and correct copy of the within Motion was served:

Via the court's Electronic Case Filing System on these entities and individuals who are listed on the court's Electronic Mail Notice List:

Gregory P. Amend on behalf of Creditor First National Bank of Pennsylvania  
gamend@bdblawn.com, grichards@bdblawn.com

Scott D. Fink on behalf of Creditor Eriebank, A Division of CNB Bank, ecfndoh@weltman.com

Glenn E. Forbes on behalf of Debtor Wilson Land Properties, LLC bankruptcy@geflaw.net,  
gforbes@geflaw.net;r45233@notify.bestcase.com

Matthew H. Matheney on behalf of Creditor First National Bank of Pennsylvania,  
mmatheney@bdblawn.com, bhajduk@bdblawn.com

Timothy P. Palmer on behalf of Creditor The Huntington National Bank,  
timothy.palmer@bipc.com, donna.curcio@bipc.com

Michael J. Sikora, III on behalf of Creditor Chicago Title Insurance Company,  
msikora@sikoralaw.com, aarasmith@sikoralaw.com;mtroha@sikoralaw.com

Nathaniel R. Sinn on behalf of Creditor First National Bank of Pennsylvania,  
nsinn@bdblawn.com, kslatinsky@bdblawn.com

Andrew M. Tomko on behalf of Creditor Tax Ease Ohio, LLC, [atomko@sandhu-law.com](mailto:atomko@sandhu-law.com) ,  
[bk1notice@sandhu-law.com](mailto:bk1notice@sandhu-law.com)

Michael S. Tucker on behalf of Creditor Citizens Bank, N.A., [mtucker@ulmer.com](mailto:mtucker@ulmer.com)

Maria D. Giannirakis ust06 on behalf of U.S. Trustee, [maria.d.giannirakis@usdoj.gov](mailto:maria.d.giannirakis@usdoj.gov)

And by regular US mail, postage prepaid to:

Huron Line c/o Osborne, Inc., 7954 Reynolds Road, Mentor, OH 44060

*/s/ Glenn E Forbes*  
\_\_\_\_\_  
Glenn E. Forbes, Esq. (0005513)  
FORBES LAW LLC



# Commitment for Title Insurance

File #: 19018951

Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: [www.alta.org](http://www.alta.org).

Issued through the Office of  
**Lake County Title, LLC**  
306 High Street  
Fairport Harbor, OH 44077

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary

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AMERICAN  
LAND TITLE  
ASSOCIATION



ORT Form 4308  
ALTA Commitment for Title Insurance 6/06

(19018951/19018951/2)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule A**  
**Commitment**

File Number: 19018951

1. Effective Date: January 21, 2019 at 07:59 AM

2. The policy or policies to be issued are: Amount

(a) Owner's Policy:	ALTA Own. Policy (06/17/06)	\$ 110,000.00
Proposed Insured:	Christopher Collins	
(b) Loan Policy:	ALTA Loan Policy (06/17/06)	\$ 80,000.00
Proposed Insured:	, its successors and/or assigns as their respective interests may appear.	

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: Wilson Land Properties LLC

Petition for Chapter 11 Bankruptcy filed for record January 31, 2018 in the Northern District of Ohio as Bankruptcy Petition No. 18-10514 - Debtor: Wilson Land Properties LLC.

5. The land referred to in this Commitment is described as follows:

Situated in the City of Mentor, County of Lake and State of Ohio:

And known as being a part of the Blake Lot in said city and is bounded and described as follows:

Beginning in the center line of Reynolds Road at a point which is North 0 deg. 59' 15" East, a distance of 75 feet, measured along said center line, from the Northwest corner of land of Eleanor E. Stalzar;

Thence along the center line of Reynolds Road, North 0 deg. 59' 15" East, a distance of 110.36 feet to the Southwest corner of land of Anna Dalk by deed recorded in Volume 169, Page 240;

Thence along the South line of said Dalk's land South 89 deg. 28' East (at 30 feet passing through an iron pipe stake in the East end of Reynolds Road), a distance of 1880 feet to an iron pipe stake found in the West line of land of The Cleveland Trust Company by deed recorded in Volume 145, Page 114 of Lake County Record of Deeds;

Thence along the West line of land of The Cleveland Trust Company South 0 deg. 59' 15" West, a distance of 185.56 feet to an iron pipe stake at the Northeast corner of land of Eleanor]. Stalzar;

Thence along the North line of said Stalzar's land North 89 deg. 28' West, a distance of 1,439.40 feet to an iron pipe stake;

Thence by a line which bears North 0 deg. 59' 15" East, parallel to the center line of Reynolds Road, a distance of 75 feet to an iron pipe stake;

Thence by a line which bears North 89 deg. 28' West, parallel with the North line of said Stalzar's land (at 410.60 feet passing through an iron pipe stake in the East line of Reynolds Road), a distance of 440.60 feet to the place of beginning and containing 7.241 acres of land as surveyed and described by Fullerton and Kerr, Registered Engineers and Surveyors, be the same more or less, but subject to all legal highways.

EXCEPTING therefrom that part which was conveyed to Josh S. Jasani in Volume 266, Page 500 of

**Schedule A**  
(Continued)

File Number: 19018951

Lake County Records and being further bounded and described as follows:

Situated in the City of Mentor, County of Lake and State of Ohio: And known as being a part of the Blake Lot, and is bounded and described as follows:

Beginning in the center line of Reynolds Road, 60 feet wide, at a point which is located South 0 deg. 59' 15" West, a distance of 2488.70 feet from a monument at the intersection of the center line of Hodgson Road, now known as Hodgson Road, with the center line of Reynolds Road, 60 feet wide, said point being the Southwesterly corner of a 6.00 acre parcel conveyed to Henry Leonello and Mary Leonello, as recorded in Volume 759, Page 772 of Lake County Records of Deeds;

Thence South 89 deg. 28' East along the Southerly fine of lands conveyed to Henry Leonello and Mary Leonello, as aforesaid, a distance of 440.60 feet to a point, said point being the principal place of beginning;

Thence continuing South 89 deg. 28' East, along the Southerly fine of lands conveyed to Henry Leonello and Mary Leonello, as aforesaid, a distance of 1439.40 feet to a point on the Westerly line of Lot 71, being the Southeasterly corner of lands conveyed to Henry Leonello and Mary Leonello, as aforesaid, said point being located South 0 deg. 59' 15" West, a distance of 139.02 feet from the Southeasterly corner of Sublot 54 in the Westerly Reserve Estates Subdivision No. 1, as recorded in Volume 0, Page 97 of Lake County Records of Plats;

Thence South 0 deg. 59' 15" West along the Westerly line of Lot 71, a distance of about 185.36 feet to the Northeasterly corner of a parcel of land conveyed to Carl J. Stalzar, as recorded in Volume 898, Page 475 of Lake County Records of Deeds;

Thence North 89 deg. 28' West along the Northerly line of land conveyed to Carl J. Stalzar, as aforesaid, a distance of 1439.40 feet to a point, said point being the Southeasterly corner of a parcel of land conveyed to David L. Sansom and Karen E. Sansom, as recorded in Volume 73, Page 1261 of the Official Records of Lake County;

Thence North 0 deg. 59' 15" East along the Easterly line of land of David L. Sansom and Karen E. Sansom, as aforesaid, and the continuation thereof, a distance of 185.36 feet to the principal place of beginning and containing approximately 6.125 acres of land, be the same more or less, but subject to all legal highways.

ALSO EXCEPTING that portion of the above described premises as contained in the deed from Nathan Properties LLC to Glenn M. Nimmo be deed filed for record January 3, 2014 and recorded as Instrument No. 2014R000228 of Lake County Records and being further described as follows:

Situated in the City of Mentor, County of Lake and. State of Ohio: known as being part of the Original Mentor Township Blake Lot, Tract 5, further being part of lands conveyed to Nathan Properties, LLC by deed recorded in Lake County Document No. 2012R003358 (PPN:16C-070- 015) and 2012R016452 (PPN:16C-070-014) and Block A in Jasani Estates Subdivision recorded in Volume 9, Page 36 of Lake County Plat Records;

Beginning at a monument box with a 1 inch iron pin found in the construction centerline of Reynolds Road (a.k.a. S.R. 306), width varies, at station 46+17.34 per ODOT plans of SR-3067.12 said point lying in the easterly line of Original Ely Lot;

Thence along said centerline of Reynolds Road and lot line, South 00 deg. 57' 35" West, 296.29 feet to a point;

Thence South 89 deg. 28' 54" East, 41.43 feet to a 5/8 inch iron pin found (I.D. "LDC INC") at the southwest corner of land conveyed to Richard M. Osborne, Tr. by deed recorded in Lake County Document No. 2012R021595 (PPN: 16C-070-016);

**Schedule A**  
(Continued)

File Number: 19018951

Thence continuing North 89 deg. 28' 54" East, along the southerly line of Osborne Tr., 281.43 feet to a 5/8 inch iron pin set (I.D. "LDC INC") and the Principal Place of Beginning;

COURSE I Thence continuing along said south line of Osborne Tr. South 89 deg. 28' 54" East, 115.65 feet to a 5/8 inch iron pin found at a westerly corner of Sublot 22 in said Jasani Estates Subdivision;

COURSE II Thence South 00 deg. 55' 09" West, along a westerly line of said Sublot 22, 110.37 feet to the northwesterly corner of said Block A (witness a 5/8 inch iron pin found ID Babcock & Jones 0.18 feet south);

Course III Thence South 58 deg. 18' 42" East, along the northeasterly line of said Block A, 33.10 feet to the northeasterly corner thereof (witness a 5/8 inch iron pin found ID Babcock & Jones 0.12 feet west) in the westerly curved sideline of Jasani Court (60 feet wide);

COURSE IV Thence along the arc of said curved sideline deflecting to the left, 60.39 feet, said arc having a radius of 60.00 feet and a central angle of 57 deg. 40' 21" and a chord which bears South 02 deg. 51' 06" West, 57.88 feet to a northerly corner of Sublot No. 21 in said Subdivision;

COURSE V Thence North 89 deg. 33' 14" West, along the northerly line of said Sublot No. 21 and the northerly line of land conveyed to Patrick & Betty Walsh by deed recorded in Lake County Document No. 2012R011020 (PPN:16c-070-087), 117.26 feet to a 5/8 inch iron pin set (LD. "LDC INC");

COURSE VI Thence North 17 deg, 28' 47" West, 78.82 feet to a 5/8 inch iron pin set (W. "LDC INC");

COURSE VII Thence North 00 deg. 55' 09" East, 110.51 feet to the Principal Place of Beginning and containing 0.5063 acres (22,053 square feet) of land as calculated by James R. Pegoraro, Jr., P.S. 8150 of LDC, Inc. bearings based the ODOT R/W plans LAKE-306-7.12 and a survey done in 2008 by Richard A. Thompson Jr. of LDC, Inc. be the same, more or less, but subject to all legal highways and easements of record.

The intent of this description is to describe the combination of Block A in Jasani Estates

(0.0354Ac.) with 0.1777 Ac out of PPN: 16C-070-014 and 0.2932 Ac out of PPN: 16C-070-015.

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ORT Form 4308 A  
Schedule A  
ALTA Commitment for Title Insurance 6/06

(19018951/19018951/2)





**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section I**  
**Commitment**

**REQUIREMENTS**

File Number: 19018951

Effective Date: January 21, 2019

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Deed from Wilson Land Properties LLC to Christopher Collins
  - b. Mortgage from Christopher Collins to , securing the principal amount of \$80,000.00
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.

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ORT Form 4308 BI  
Schedule B I  
ALTA Commitment for Title Insurance 6/06

(19018951/19018951/2)



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**Schedule B - Section II**  
**Commitment**

**EXCEPTIONS**

File Number: 19018951

Effective Date: January 21, 2019

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
7. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Mortgage in the amount of \$1,060,000.00 from Heisley-Hopkins, Inc., to Huron Lime, Inc., filed for record September 30, 2011 at 3:29:30 P.M., and being Lake County Recorder's Document No. 2011R022156.
10. Mortgage in the amount of \$12,960,000.00 from Wilson Land Properties, LLC to RBS Citizens, N.A., dated March 17, 2014, filed for record May 21, 2014 at 11:48:22 A.M., and recorded in Document No. 2014R012341 of Lake County Records.
11. Tax Certificate (negotiated Sale) filed for record April 12, 2016 and recorded as Instrument No. 2016R008875 of Lake County Records against Wilson Land Properties LLC in favor of Tax Ease Ohio LLC - US Bank as Custodian, 14800 Landmark Blvd, Suite 400, Dallas TX 75254  
Parcel No. 16-C-070-00-00-015-0  
Certificate Purchase Price: \$7,751.87 (negotiated Interest Rate 17.5%)
12. Tax Certificate (negotiated Sale) filed for record November 17, 2016 and recorded as Instrument No. 2016R030639 of Lake County Records against Wilson Land Properties LLC in favor of Tax Ease Ohio LLC - US Bank as Custodian, 14800 Landmark Blvd, Suite 400, Dallas TX 75254

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ORT Form 4308 BII  
Schedule B II  
ALTA Commitment for Title Insurance 6/06

(19018951/19018951/2)

**Schedule B-Section II**  
(Continued)

File Number: 19018951

Parcel No. 16-C-070-00-00-015-0  
Certificate Purchase Price: \$4,003.01 (negotiated Interest Rate 18%)

13. Tax Certificate (negotiated Sale) filed for record October 10, 2017 and recorded as Instrument No. 2017R027662 of Lake County Records against Wilson Land Properties LLC in favor of Tax Ease Ohio LLC - US Bank as Custodian, 14800 Landmark Blvd, Suite 400, Dallas TX 75254  
Parcel No. 16-C-070-00-00-015-0  
Certificate Purchase Price: \$4,368.29 (negotiated Interest Rate 18%)

14. Oil and gas Lease from Ronald Martin & Regina Troha to John D. Oil and Gas Company, dated, 8/29/2008, filed 9/8/2008, recorded as Instrument No. 2008R025014 of Lake County Records.

Term 3 years and as long as oil and gas are being produced

Assigned from John D Oil and Gas Company to Great Plains Exploration LLC, dated 3/5/2009, filed for record 3/6/2009 and recorded as Instrument No. 2009R005611 of Lake County Records.

Assigned from Great Plains Exploration LLC to Osair Inc., dated June 17, 2010, filed for record June 18, 2010 and recorded as Instrument No. 2010013101 of Lake County Records.

15. Appurtenant Easement for Ingress & Egress as reserved in the deed conveying lands to the City of Mentor For Right of way purposes, filed 8/4/1977 in Volume 831, Page 215 Lake County Records

16. Sewer easement filed for record 8/6/1963 and recorded in Volume 626, Page 431 of Lake County Records

17. Easement from Larry Keys to Josh Jasani, filed 9/30/1987 and recorded in Volume 304, Page 364 of Lake County Records.

18. The County Treasurer's 2018 General Tax Duplicate shows:

Taxes for the Year of 2018, listed in the name of Wilson Land Properties LLC (Parcel No. 16-C-070-0-00-015-0), amounting to \$4,189.65, are a lien.

Prior Delinquencies in the amount of \$4,353.75, are a lien.

Total full year taxes and delinquencies currently due: \$8,643.40

Taxes for the year 2019 are a lien, but not yet due and payable.

Special Taxes which are included in the General Taxes set forth above on premises under examination, are as follows:

Special Taxes for Lights, Code No. 30-116, payable Annually with the General Taxes. The installment(s) for the Year of 2018, amounting to \$79.39, are a lien.

Additions or abatements which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in the valuation.

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ORT Form 4308 BII  
Schedule B II  
ALTA Commitment for Title Insurance 6/06

(19018951/19018951/2)



### OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 **BUYER:** The undersigned Christopher Collins ("BUYER") offers to buy  
2 the following described property located at: 7347 Reynolds rd  
3 Mentor, Ohio, (the "Property") Permanent Parcel No. 16C0700000150

4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all appurtenant  
5 rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the Property: all  
6 electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtains  
7 and drapery fixtures; all landscaping, disposals, smoke detectors, garage door opener(s) and all controls; and all permanently  
8 attached carpeting. The following items shall also remain:  satellite dish;  range and oven;  microwave;  kitchen refrigerator;  
9  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  central air conditioning;  gas grill;  fireplace  
10 tools;  screen;  glass doors  fireplace grates  all existing window treatments;  ceiling fan(s);  wood burner stove inserts;   
11 gas logs; and  water softener.

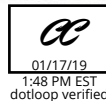
12 **Also included:** \_\_\_\_\_

13 **NOT included:** \_\_\_\_\_

14 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon  
15 BUYER'S receipt of a signed copy of the release of the primary offer on or before \_\_\_\_\_. BUYER shall have  
16 the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release of the primary offer by  
17 delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four (4) days of becoming  
18 the primary offer.

19 **PRICE:** BUYER shall pay the sum of \$100,000 110,000  
20 payable as follows: *EMO.*  
*1.6.19*

21 **Earnest Money** paid to Escrow Agent or Broker will be deposited  
22 in a non-interest bearing trust account and credited  
23 against purchase price: \$1000



24  Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding Agreement  
25  Note to be redeemed within four (4) days after formation of a binding Agreement, as defined herein.

26 Cash down payment to be deposited in escrow: \$19,000

27 Mortgage loan to be obtained by BUYER: \$80,000

28  CONVENTIONAL,  FHA,  VA,  CASH,  OTHER \_\_\_\_\_

29 Offer subject to court approval. \_\_\_\_\_

30 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within 7 days  
31 after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or about To be Determined.  
32 If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this AGREEMENT shall be null and void. Upon  
33 signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further  
34 liability of either party to the other or to Broker and their agents. In the event of a dispute between the parties regarding the earnest  
35 money, Ohio law requires the Escrow Agent or Broker (the "Depository") to maintain such funds in its trust account until its receipt of  
36 (a) written mutual authorization of both parties specifying disbursement; or (b) a final court order that specifies to whom the earnest  
37 money is to be awarded. If within two years from the date the earnest money was deposited with the Depository the parties have not  
38 provided the Depository with such signed instructions or written notice that such legal action to resolve the dispute has been filed,  
39 the parties agree that the Depository shall return the earnest money to BUYER with no further notice to SELLER.

40 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending  
41 institution or escrow agent on or before 04/18/2019 and title shall be transferred on or about  
42 04/19/2019.

52 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 00 day(s) after recording  
53 of the Deed or 04/19/2019, whichever is later. BUYER agrees to transfer utilities commencing on the  
54 date of possession.

55 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release  
56 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such  
57 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or  
58 value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and  
59 payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Everest Land Title Lake Co. YHHC *POMO*  
60 in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall  
61 have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject to each  
62 defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor  
63 any Broker or agents shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release,  
64 whereupon the Broker shall return the earnest money to BUYER. *1-16-19*

01/17/19  
1:48 PM EST  
dotloop verified

66 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments,  
67 and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the date of recording of the  
68 Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties are advised to consult  
69 with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect  
70 the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year  
71 of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the time  
72 of the Agreement, then the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the  
73 improved Property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those  
74 taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on  
75 reserve once it receives notice from the county auditor that the taxes on the land and improvements have been paid in full to the  
76 date of title transfer. The Escrow Agent shall withhold \$00 from SELLER to secure payment of final water and sewer  
77 charges, if any. The Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit  
78 any balance to SELLER. In the event the Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER  
79 SELLER agrees to pay the amount of such recoupment.

81 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow Agent's  
82 standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through  
83 escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not assumed by  
84 BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due  
85 BUYER; e) Broker's commissions and fees; f) one-half of the escrow; and g) other N/A  
86 N/A (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
87 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later.  
88 Tenant security deposits, if any, shall be credited in escrow to BUYER.

90 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half  
91 the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; (d)  
92 Service Fee of \$275 to Keller Williams Realty Greater Cleveland Northeast; and e) other  
93 N/A.

95 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which will  
96  will not be provided from \_\_\_\_\_ at a cost of \$\_\_\_\_\_, which shall be  
97 charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does  
98 not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

100 SELLER hereby authorizes the escrow agent to provide a copy of SELLER'S final HUD-1 Settlement Statement to the Sellers  
101 Broker listed below.

103 BUYER hereby authorizes the escrow agent to provide a copy of BUYER'S final HUD-1 Settlement Statement to the Buyers  
104 Broker listed below.

106 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice within  
107 the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is solely responsible  
108 for retaining a professional inspector for each requested inspection and releases Broker and its agents from any and all liability  
109 regarding the selection or retention of inspector(s).

111 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S agent  
112 and Broker. BUYER understands that all real property and improvements may contain defects and conditions that are**

5.31.13

113 **not readily apparent and which may affect a property's use or value. The parties agree that the brokers and agents do not**  
114 **guarantee and in no way assume responsibility for the Property's condition. BUYER acknowledges that it is BUYER'S duty**  
115 **to exercise reasonable care to inspect and make diligent inquiry of SELLER or BUYER'S inspectors regarding the**  
116 **condition and systems of the Property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR**  
117 **FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.**

Choice		Inspection	Expense	
Yes	No		BUYER	SELLER
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>10</u> days	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITTY _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER _____ days	<input type="checkbox"/>	<input type="checkbox"/>

(Specify) Home inspection preformed within 10 days of acceptance of offer.

131 **WAIVER** 01/14/19 \_\_\_\_\_ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES."  
132 Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed  
133 absolute acceptance of the Property by BUYER in its "AS IS" condition.

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the Inspection  
136 contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER  
137 agreeing to have specific items identified in a written inspection report repaired by a qualified contractor in a professional manner  
138 at SELLER'S expense; or c) terminate this AGREEMENT if written inspection report(s) identify material latent defects NOT  
139 previously disclosed in writing by SELLER and any cooperating real estate Broker.

141 If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase  
142 Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is accepted  
143 subject to SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an  
144 Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired.  
145 SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to  
146 agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties  
147 within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If  
148 the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER  
149 shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual release. Upon  
150 signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without any further  
151 liability of either party to the other or to Broker(s).

153 The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising their right to terminate  
154 the Agreement. SELLER agrees to provide reasonable access to the Property for BUYER to review and approve any conditions  
155 corrected by SELLER.

157 Yes No  
158   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the Property shall be made by a  
159 licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such  
160 agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by  
161 pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall  
162 furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of  
163 at least sixty (60) days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY  
164 BUYER OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER  
165 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.

167 Yes No  
168   **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by  
169 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)  
170 days after formation of a binding AGREEMENT. See EPA pamphlet "Protect Your Family from Lead in Your Home" for more  
171 information.) In the event existing deficiencies or corrections are identified by the inspector in a written report, then BUYER shall  
172 have the right to terminate the AGREEMENT or request that SELLER repair the specific existing deficiencies noted on the written

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173 inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk  
174 assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the option to either  
175 agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to  
176 correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
177 assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,  
178 BUYER may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition. BUYER may remove this  
179 right of inspection at any time without SELLER'S consent.

180  
181 BUYER  has 01/14/19 (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD  
182 IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

183  
184 BUYER  HAS NOT   (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM  
185 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
186 (disclosure form)." This offer is subject to SELLER completing the disclosure form and BUYER'S review and approval of the  
187 information contained on the disclosure form within \_\_\_\_\_ days from receipt.  
188

189 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department  
190 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to  
191 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with the  
192 local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.  
193

194 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"  
195 PRESENT PHYSICAL CONDITION, including any defects disclosed by SELLER on the State of Ohio Residential Property  
196 Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of  
197 Acceptance as herein defined and the date of recording of the deed.  
198

199 BUYER  HAS     (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by SELLER  
200 on \_\_\_\_\_ (date) prior to writing this offer.  
201

202 BUYER  HAS NOT 01/14/19   (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This offer is  
203 subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the information  
204 contained on the disclosure form within \_\_\_\_\_ days from receipt. SELLER shall pay all costs for the repair of any gas line leak  
205 found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local  
206 governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from  
207 government agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall  
208 have \_\_\_\_\_ days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any  
209 building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT may be declared  
210 null and void by either party.  
211

212 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential Property  
213 Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or omissions made by  
214 SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the  
215 information provided by SELLER. BUYER has not relied on any representations by Broker(s) and/or any agent(s) about the use or  
216 condition of the Property, square footage, zoning, lot dimensions, homeowners' fees, public and private assessments, available  
217 utilities and/or improvements, utility bills, taxes or special assessments except as listed below (if none, indicate "none"):  
218

219 None  
220

221 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price before  
222 title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or terminate this  
223 Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, then SELLER  
224 shall restore the Property to its prior condition.  
225

226 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur when  
227 the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice of such  
228 signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall become  
229 an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall be made  
230 part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow not  
231 inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive  
232 delivery and recording of the Deed.

233 **ADDENDA:** The additional terms and conditions in the attached addenda:  Agency Disclosure Form  Residential Property  
234 Disclosure Form  VA  FHA  FHA Home Inspection Notice "For Your Protection"  Condominium Addendum  Walk  
235 through  House Sale Contingency Addendum  House Sale Concurrency Addendum  Lead Based Paint Addendum  
236  Other \_\_\_\_\_ are made part of this Agreement. **The terms and conditions of any addenda**  
237 **supersede any conflicting terms of the Agreement.**

238 Christopher Collins dotloop verified 01/14/19 5:26 PM EST IMSX-WDWS-0IA9-NZBZ \_\_\_\_\_ chris@royalheatingandair.com  
239 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)  
240

241  
242 \_\_\_\_\_  
243 (BUYER) Date (Telephone) (E-MAIL ADDRESS)  
244

247 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a  check made payable to either Broker or Escrow Agent serving as  
248 Depository; (OR)  note in for the earnest money, subject to terms of the above offer.

250 By: Joseph M Ventresco Jr dotloop verified 01/14/19 4:32 PM EST 7WYU-WN03-ZG4Q-KXKW Office: \_\_\_\_\_ Phone: 330-977-7102  
251

252 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow funds  
253 a service fee of \$275, if the property is listed by Keller Williams Greater Cleveland Northeast, and a commission of  
254 \_\_\_\_\_ percent (3 on 1st 100k/2% on bal %) of the purchase price to Keller Williams  
255 Realty Greater Cleveland Northeast at 7400 Center Street, Mentor, Ohio 44060 and \_\_\_\_\_ percent (\_\_\_\_ %) of the  
256 purchase price to \_\_\_\_\_ (cooperating broker, if any, at the  
257 following address) \_\_\_\_\_

258 X Christopher M. Webb Jr 1.16.19  
259 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)  
260

261 \_\_\_\_\_  
262 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)  
263

266 *The following information is provided solely for the Multiple Listing Services' use, will be completed by the brokers  
267 or their agents and is not part of the terms of the Agreement.*

269 **Multiple Listing Information**

271 Michelle Webb \_\_\_\_\_ (Listing agent name) \_\_\_\_\_ (Listing agent license #)  
272  
273  
274  
275 (Listing broker name) \_\_\_\_\_ (Listing broker office #)  
276  
277 Joseph Ventresco \_\_\_\_\_ 2015000980 (Selling agent name) \_\_\_\_\_ (Selling agent license #)  
278  
279  
280 Keller Williams Greater Cleveland Northeast \_\_\_\_\_ 9097 / REC.2008000783 (Selling broker name) \_\_\_\_\_ (Selling broker office #)  
281





# 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: 7347 Reynolds rd, Mentor, OH 44060

Buyer(s): Christopher Collins

Seller(s): Wilson Land Properties LLC

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

The buyer will be represented by Joseph Ventresco AGENT(S), and Keller Williams GCNE BROKERAGE

The seller will be represented by Michelle Webb AGENT(S), and C21 Homestar 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.

Christopher Collins  
BUYER/TENANT

dotloop verified  
01/14/19 5:26 PM EST  
ZOF1-FYFM-JTG-7BBX

Carl M. Webb 1.16.19  
SELLER/LANDLORD

BUYER/TENANT

SELLER/LANDLORD

# DUAL AGENCY

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

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

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

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

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

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

**Management Level Licensees:** Generally the 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



Buyer's Initials:    
01/14/19 5:26 PM EST  
dotloop verified

Seller's Initials:



**WALK THROUGH ADDENDUM**

The following provisions are part of the Offer to Purchase Real estate and Acceptance between Christopher Collins (BUYER) and Wilson Land Properties LLC (SELLER) for the Property located at 7347 Reynolds rd, Mentor, OH 44060, Ohio, with offer dated 01/14/2019.

The parties hereby agree as follows:

1. Buyer will be given an opportunity to walk through the Property on or about 3 day(s) prior to title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement. Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.
2. The Property shall be in broom clean condition and free of all personal property and debris at the time of possession.

BUYER: Christopher Collins dotloop verified 01/14/19 5:26 PM EST UQRC-GHQ5-ZUTL-RNGR

SELLER: Carl M. Shuf

BUYER:

SELLER:

DATE: 01/14/2019

DATE: 1.16.2019

