



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: 2048 SUNSET AVE, SPRINGFIELD, OH 45505

Buyer(s):

Seller(s): ESTATE OF HELEN J. BAUMFIELD, PHYLLIS J. REIFF, EXEC.

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

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

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

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

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

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

CONSENT

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

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

HARVEY PLUS, LLC

2184 E. Possum Rd. • Springfield, Ohio 45502 • (937) 323-6545



CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT, Made and entered into this _____ by and between

Seller: **Estate of Helen J. Brumfield, Phyllis J. Reiff, Executrix**

and Purchaser: _____

of Rt. or Street, _____,

Phone: _____;

WITNESSETH: THAT WHEREAS, the Seller has offered for sale at public online auction through HARVEY PLUS, LLC of Springfield, Ohio, the following described premises:

KNOWN AS: 2048 Sunset Ave., Springfield, Ohio 45505

Clark County Parcel #3400700021102040

Together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the purchaser has this day bid in at public online auction and has purchased all of said property for the sum of (\$ _____)

NOW THEREFORE, it is agreed to the following terms: **Cash on Delivery of Deed:**

1. **DEPOSIT MONEY-** The Purchaser agrees to pay the sum of **\$5,000** upon execution of this contract, the receipt of which is hereby acknowledged by the Seller, and **balance of purchase price on delivery of deed**. Said funds shall be deposited with Harvey Plus LLC Broker. The deposit shall be applied as a credit to Buyer at closing toward the purchase price. Buyer's deposit shall be non-refundable. In the event Buyer fails to close on the property then it is agreed Seller shall retain Buyer's deposit as liquidated damages. If Seller fails to perform pursuant to the terms of this agreement then the Buyer's deposit shall be returned to the Buyer and both parties shall be released from their obligations under the Sales Contract and said contract shall thereafter be null and void.
2. **REAL ESTATE TAXES- PRO-RATED TO DATE OF CLOSING. (LONG TAX PRORATION).**
3. **CLOSING** - The closing for delivery of deed and payment of the balance of the purchase price shall be held on or before 45 days of execution of this agreement. Seller agrees to execute and deliver good, sufficient marketable title. Buyer shall be responsible for all closing costs, including but not limited to: settlement/ closing fee, title search fee(s), the cost of all documentary stamps, wire fees, and other costs incident to settlement. The cost of an owner's policy of title insurance and any accompanying title insurance endorsements shall be paid by the Buyer if the Buyer elects title insurance. The Seller shall be responsible for the deed preparation fee and conveyance fee.
4. Closing to be held by CITY TITLE, Springfield, Ohio.
5. **POSSESSION** - The Seller agrees to give possession of said property upon closing. Appliances included in purchase: washer and dryer, dishwasher.
6. No other terms, conditions or qualifications pertaining to this sale transaction were made or expressed except: **PURCHASING IN "AS IS" CONDITION.**
7. **CONDITIONS OF IMPROVEMENTS:** Seller agrees that on possession, the real estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and tear and casualty damage for perils insurable under a standard fire policy with extended coverage. If the real estate is damaged or destroyed by fire or other casualty and if, prior to Closing, the real estate is not repaired or restored by and at the cost of the Seller as it was prior to the damage or destruction, then Purchaser may terminate this Contract by written notice to Seller, and the deposit money shall be returned to Purchaser. While this contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser.
8. **AGENCY DISCLOSURE STATEMENT:** Purchasers acknowledges having reviewed and signed the attached State of Ohio Disclosure Statement (if applicable).
9. **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Purchaser acknowledges receipt of the State of Ohio Residential Property Disclosure Form (if applicable).
10. **LEAD-BASE PAINT DISCLOSURE:** Purchaser acknowledges waiving rights to a lead-base paint inspection (if applicable).
11. **FAIR HOUSING STATEMENT:** "It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes."

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____

Seller(s): _____

Purchaser(s): _____

HARVEY PLUS, LLC

By _____

Residential Property Disclosure Exemption Form



OHIO REALTORS®

To Be Completed By Owner

Property Address:

2048 SUNSET AVE, SPRINGFIELD, OH 45505

Owner's Name(s):

ESTATE OF HELEN J. BROWNFIELD, PHYLLIS J. REIFF, ETC.

Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

- (1) A transfer pursuant to a court order, such as probate or bankruptcy court;
- (2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
- (3) A transfer by an executor, a guardian, a conservator, or a trustee;
- (4) A transfer of new construction that has never been lived in;
- (5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the sale;
- (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER.

OWNER'S CERTIFICATION

By signing below, I state that the proposed transfer is exempt from the Residential Property Disclosure Form requirement. I further state that no real estate licensee has advised me regarding the completion of this form. I understand that an attorney should be consulted with any questions regarding the Residential Property Disclosure Form requirement or my duty to disclose defects or other material facts.

Owner: X Phyllis J. Reiff, Etc.

Date: 12-15-2020

Owner: _____

Date: _____

BUYER'S ACKNOWLEDGEMENT

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

This is not a state mandated form. This form has been developed by the Ohio REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio REALTORS® is not responsible for the use or misuse of this form.



**DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT
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 (initial)

X RF (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

X RF (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Records and Reports available to the seller (check one below):

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

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

Purchaser's Acknowledgement (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 one below):

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

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 Acknowledgement (initial)

RF (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 X RF RF Date 12/15/2020 Seller _____ Date ____/____/____
 Purchaser _____ Date ____/____/____
 Agent RF Date 12/15/2020 Agent _____ Date ____/____/____

ADDRESS 2048 SUNSET AVE, SPRINGFIELD, MO 65805

WHITE - AGENT / OFFICE COPY

YELLOW - SELLER'S COPY

PINK - PURCHASER'S COPY