

822 Prospect Ave., Van Wert, OH



Auction - May 3rd at 6:00 p.m.

Listing #: 704

Listing Agent: Bob Gamble
Phone #: 419-605-8300
Square Feet: 1088±
School District: Van Wert City Schools
Legal Description: Lot 2210
Year Built: 1955
Lot Size: 66x132±
Heating: Gas forced air
Air Conditioning: Central air
Water Heater: Gas
Exterior: Vinyl Siding
Taxes per 1/2 Year: \$309.00
Assessments: \$46.00

Stories/Style: 1/Ranch
Bedrooms: 3
Bathrooms: 1
Living Room: 14x17
Kitchen: 10x18
Bedroom 1: 12x12
Bedroom 2: 12x11
Bedroom 3: 12x10
Bath 1: 9x6
Utility: 8x10
Garage: 12x22 attached
Foundation: Crawl space

Description: Attractive and well built home will be selling at auction on Thursday, May 3rd at 6:00 p.m. so MARK YOUR CALENDAR NOW. The 1100 sq. ft. floorplan is ideal for a young couple starting out or retirees looking to downsize. Call 419-238-5555 for your appointment to view this very desirable home with a whole house generator. Terms: \$3,000 down day of auction. Balance due by June 6, 2018. Earnest deposit is non-refundable. All inspections must be completed prior to auction. Selling subject to confirmation of owner.

INFORMATION HEREIN BELIEVED TO BE ACCURATE BUT NOT WARRANTED. ANY APPLIANCES THAT STAY ARE NOT GUARANTEED.



Bob Gamble, Broker

Bee Gee Realty & Auction Co., Ltd.
122 N. Washington St., Van Wert, Ohio 45891
Business: 419-238-5555 Fax: 419-238-4912
Mobile: 419-605-8300



www.BeeGeeRealty.com





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 rule 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: 822 Prospect Ave., Van Wert, Oh 45891

Buyer(s): _____

Seller(s): Carla Hoverman

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

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

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage Bee Gee Realty & Auction Co. Ltd 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) Robert D. Gamble, Sr. and real estate brokerage Bee Gee Realty & Auction Co. Ltd 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 _____

BUYER/TENANT _____ DATE _____

Carla J. Hoverman 3/21/2018
SELLER/LANDLORD DATE

SELLER/LANDLORD _____ DATE _____

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' Floor
Columbus, OH 43215-6133
(614) 466-4100



PLEASANT TOWNSHIP										real		property		res		12-025728.0000		res			
VAN WERT CORPORATION										3/30/18		00140		5:15:10		VAN WERT COUNTY, OHIO		AUDITOR		42-01-19	
2014 FOGT CARL F & FAE-JTS										sale				40.33		40.77		40.76		a/r	
2015 FOGT CARL F														2014		2015		2016		2017	
2016 FOGT CARL F														510		510		510		510	
2017 FOGT CARL F														prop cls		510		510		510	
822 PROSPECT AVENUE										10/20/14		lot 2210		2210		8060		8060		8060	
VAN WERT OH 45891										GUA						land100%		38630		41570	
																bldg100%		38630		41570	
																totl100%		46690t		46690t	
																		46690t		49630t	



CONTRACT TO PURCHASE

(THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
FOR REAL ESTATE ADVICE, CONSULT YOUR REALTORS)



Date: _____ Agent _____

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser (hereinafter referred to as "Buyer") agrees to purchase from the undersigned Seller the following premises: Property Address _____

Legal Description _____

2. **PRICE AND TERMS:** Buyer hereby agrees to pay dollars (\$ _____ ("Purchase Price") for the Real Estate, payable as follows:
Price Addendum Attached: Yes No

EARNEST MONEY: \$ _____ ("Earnest Money") to apply toward the Purchase Price and to be deposited by the REALTOR® upon acceptance of this contract in a trust account pending closing.

The earnest money of the Buyer herewith receipted by the REALTOR® shall be held and disbursed as follows:

(a) If this offer is not accepted within the time herein provided or if this Offer is accepted and Seller fails or refuses to perform any obligation under the Agreement, or any condition or contingency is not fulfilled through no fault of the Buyer, the earnest money shall be returned.

(b) If this offer is accepted, earnest money shall be:

1. credited against the purchase price at closing or
2. returned to the Buyer when the transaction is closed.

(c) If Buyer fails to perform, the deposit shall be retained by Seller.

(d) In the event of a dispute between the seller and purchaser regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the purchaser with no further notice to the seller.

BALANCE: The balance of the Purchase Price _____ paid by certified or cashier's check in U.S. Funds.

Remaining balance to be financed. Seller to pay closing costs, prepaid expenses and points not to exceed \$ _____

FINANCING CONTINGENCY:

(a) Financing by a lending institution ☐ VA ☐ FHA ☐ Conv ☐ Other (type) _____ in the amount of \$ _____

(b) Financing by SELLER in the form of _____

3. **OBTAINING FINANCING:** Application for mortgage loan purposes shall occur within _____ days of acceptance of this contract. Buyer shall make a diligent and consistent effort to obtain a loan commitment at the currently prevailing rates and terms for the area, at a lending institution of the BUYER's choice. If such loan commitment is not obtained on or before 5:00 p.m. on _____ 20 _____ this contract shall become null and void at the option of the Seller and the earnest money shall be returned in full to the BUYER. **BUYER IS RELYING ON HIS OWN UNDERSTANDING OF FINANCING TO BE OBTAINED, AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.**

4. **CONVEYANCE AND CLOSING:** Seller shall be responsible for transfer taxes and deed preparation, and shall convey marketable title to the Real Estate by deed of JTWS Deed or Other _____

on _____ 20 _____ or at such sooner time as mutually agreeable to the parties hereto, free, clear, and unencumbered as of Closing, except restrictions and easements of record which do not adversely affect the use of the Real Estate, except _____

Seller shall pay any property maintenance charges, utility charges or any other fees which have been levied against the property prior to the date of closing, even if such charges have not been certified to the tax duplicate. Seller shall have the right at closing to pay out of the Purchase Price any and all encumbrances or liens. **Buyer shall be responsible for costs of title search, title company or attorney fees and any other closing fees unless negotiated otherwise with Seller.**

5. **Prorations:** Seller shall be responsible to pay real estate taxes and assessments accrued through closing. Any and all C.A.U.V. taxes recoupment to be paid by ☐ Seller or ☐ Buyer, if applicable. Vj g'hqmy lpi "kgo u'uj cm'dg'r tqtcvgf "d{ "ugmgt"cpf "Dwł gt"cu'qh'enqulpi , (c) interest or encumbrances assumed by Buyer and (d) rents and operating expenses with Buyer assuming liability for such items following Closing. Security and/ or damage deposits held by Seller shall be transferred to Buyer at Closing without Proration. NOTE: Real Estate taxes and assessments are subject to change.

Revised Oc/ "4237"

Property Address: _____

6. POSSESSION/OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given at: _____ (hour) ☐ am ☐ pm
OHIO TIME _____ or at an earlier date if the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/
occupancy free of rent, but shall pay all utilities used.
Date or days from closing

7. INCLUDED IN THE SALE: The Real Estate shall include the land, together with all improvements, thereon, all appurtenant rights, privileges, easements, fixtures and all of the following items if they are NOW located on the Real Estate and used in connection therewith: electrical, plumbing; heating and air conditioning equipment, bathroom fixtures-, shades, Venetian blinds-, awnings-, curtain/drapery/traverse rods, windows/door screens, storm windows/door; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall stair carpeting; television aerials/rotor operating boxes/satellite dishes; water softeners; garage door openers/operating devices; built-in ranges/ovens/refrigerators/dishwashers/garbage disposal/trash compactor/humidifiers; all affixed/built-in furniture/fixtures; utility/storage buildings or sheds; in ground/above ground swimming pools and equipment; and **propane tank/oil tank and contents thereof**. Also included any following items checked. ☐ ranges and ovens ☐ micro. oven
☐ dishwashers ☐ gas grills ☐ refrigerators ☐ water softeners ☐ window air conditioners ☐ satellite TV reception systems-, ☐ fireplace tools
☐ glass doors ☐ screens ☐ andirons and ☐ all existing window treatments except _____

8. PERSONAL PROPERTY: The following personal property shall also be included in the sale:

Seller certifies that he owns all of the above items included in the sale and that they will be free and clear of any debt, lien or encumbrances at closing except _____ and shall be delivered to Buyer on Possession.

9. EXCLUDED FROM SALE: _____

10. SELLER'S CERTIFICATION: Seller certifies to Buyer that, to the best of Seller's knowledge: (a) no current or pending local, state or federal governmental orders, except _____ (b) the Real Estate is zoned _____ and (c) no defects or conditions of toxic, hazardous, or contaminated substances exist on the property which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its intended use, except _____
Seller shall continue to maintain the Real Estate, including the grounds and improvements thereon, in good condition and repair until possession is given to Buyer. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer.

Except as previously disclosed to Buyer, Seller has no knowledge of any underground tanks, faulty major appliances, faulty electrical, heating, cooling, sewer, septic, termite damage, well or water system, structural or chimney defects (including leakage, water seepage or wall dampness in basement, foundation, bathroom or kitchen areas) in the property EXCEPT _____

11. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, THE SELLER'S CERTIFICATION HEREIN, AND INSPECTIONS HEREIN REQUESTED BY THE BUYER OR OTHERWISE REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE REAL ESTATE AGENTS INVOLVED WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

12. A Home Warranty Plan shall be provided from _____ at a cost of _____ and shall be at the expense of ☐ buyer ☐ seller. The Broker may receive compensation in connection with the sale of the Warranty Plan .

13. Buyer waives Home Warranty Plan _____ (initial)

14. INSPECTIONS: This agreement shall be subject to the following inspection(s) by a qualified inspector of Buyer's choice within the specified number of days from this becoming a binding contract. Buyer(s) assume(s) sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s).
Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the need for the inspection(s). Buyer waives each professional inspection to which Buyer has not indicated "yes" (y). Failure by Buyer to perform each professional inspection indicated "yes" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by Buyer in its "AS IS" condition.

Property Address: _____

Yes	No	Inspection Type	Performance Period	Inspection Expensed To
<input type="checkbox"/>	<input type="checkbox"/>	General Home within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
<input type="checkbox"/>	<input type="checkbox"/>	Septic System within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
<input type="checkbox"/>	<input type="checkbox"/>	Well Water within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
note: for coliform bacteria and flow rate only				
<input type="checkbox"/>	<input type="checkbox"/>	Radon within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
note: An average reading of less than four (4) picocuries of radon per liter shall be deemed acceptable				
<input type="checkbox"/>	<input type="checkbox"/>	Mold Inspection within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
<input type="checkbox"/>	<input type="checkbox"/>	Wood destroying insect within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller
<input type="checkbox"/>	<input type="checkbox"/>	Other within _____ ()	days of acceptance of Agreement	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller

15. INSPECTION AND ACCESS: During the inspection performance period as defined in Paragraph 14, Buyer and Buyer's inspectors and contractors shall be permitted access to the Property at reasonable times and upon reasonable advance notice to Seller. Buyer shall be responsible for any damage to the Property caused by Buyer or Buyer's inspectors or contractors during such inspection. If the inspections disclose any defects (including adverse environmental conditions) in the Property, Buyer shall notify Seller in writing of the defects prior to the expiration of the inspection performance period. For purposes of this paragraph, defects do not include (a) minor routine maintenance or repair items not affecting habitability or (b) matters disclosed to Buyer in writing by Seller before Buyer's execution of this Agreement.

THE FAILURE OF BUYER TO NOTIFY SELLER OF ANY DEFECTS BEFORE THE EXPIRATION OF THE INSPECTION PERIOD SHALL CONSTITUTE A WAIVER OF SUCH DEFECTS AND BUYER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH DEFECTS

At the end of each inspection performance period, Buyer shall have three (3) days to elect one of the following:

- (a) Remove the inspection contingency and accept the property in its "AS IS" present physical condition,
- (b) Accept the property subject to the Seller agreeing to have specific items, that were either previously disclosed in writing by the seller or in a written inspection report, repaired by a qualified contractor in a professional manner at Seller's expense,
- (c) Accept the property subject to the Seller crediting the Buyer the cost of repairs of specific items at the time of settlement, providing the credit amount has been agreed to by both Buyer and Seller,
- (d) Terminate this agreement if written inspection report(s) identify material latent defects NOT previously disclosed in writing by the Seller.

- If the property is accepted in its "AS IS" present physical condition, Buyer agrees to sign an Amendment to the Purchase Agreement removing the inspection contingency and this agreement will proceed in full force and effect.
- If the property is accepted subject to the Seller repairing specific defects or crediting the Buyer the cost of repairing specific defects, Buyer shall provide to Seller a copy of the inspection report(s) and sign an amendment to Purchase Agreement removing the inspection contingency and identifying the defects that are to be repaired or to be credited at closing. Seller and Buyer shall have three (3) days from Seller's receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those three (3) days, this agreement is null and void and Seller and Buyer agree to sign a mutual release.
- If Buyer elects to terminate the Agreement based upon newly discovered material latent defects in the property, Buyer shall provide a copy of the written inspection report to the Seller and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be returned to the Buyer without any further liability of either party to the other or to Broker(s).
- The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller.

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

- a. Buyer acknowledges receipt of Lead Based Paint Disclosure and Pamphlet, if applicable _____ (initials)
- b. Buyer acknowledges receipt of Residential Property Disclosure form if applicable _____ (initials)
- c. Buyer acknowledges having reviewed and signed the attached Agency Disclosure Statement _____ (initials)

17. CONDITION OF IMPROVEMENTS: Seller agrees that on Possession the Real Estate shall be in the same condition as it is on the date of this offer, except for ordinary wear and tear and casualty damage from perils insurable under a standard fire or other casualty. Should the real estate sustain casualty damage or be destroyed by fire and if, prior to Closing, the real estate shall not be repaired or restored by and at the cost of Seller as it was prior to the damage or destruction, then Buyer may terminate this contract by written notice to Seller, and the Earnest Money deposit shall be returned to Buyer. 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 Buyer.

18. AUTHORIZATION TO MLS: Seller and Buyer authorize REALTOR® to disclose this sales information to the Multiple Listing Service (MLS) of the West Central Association of REALTORS® and further authorizes the MLS to report this sales information to other MLS participants, affiliates and to those governmental agencies authorized to receive MLS information.

Revised May 2015

Property Address: _____

19. OTHER CONTINGENCIES/AGREEMENTS:

20. OHIO'S SEX OFFENDER REGISTRATION AND NOTIFICATION LAW: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law.

The seller certifies that he/she has not received notice pursuant to Ohio's sex offender notification law, unless noted below:

The Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the local sheriff's office if current information regarding the status of registered sex offenders in the area is desired. If current information is desired, buyer agrees to assume responsibility to check with the local sheriff's office and is relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and not on the seller or any real estate agent involved in the transaction.

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

22. THE FOLLOWING ADDENDUMS ARE ATTACHED TO AND MADE A PART OF THIS CONTRACT.

<input type="checkbox"/> Residential Property Disclosure	<input type="checkbox"/> Post Inspection
<input type="checkbox"/> Lead Paint Disclosure	<input type="checkbox"/> Other _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

23. EXPIRATION AND APPROVAL: This offer is void if not accepted in writing on or before _____ O'clock ☐ A.M. ☐ P.M.
_____, 20_____. The Buyer has read, fully understands and executes the foregoing offer as dated below and acknowledges receipt of a signed copy.

BUYER _____	DATE _____	BUYER _____	DATE _____
<i>Signature</i>		<i>Signature</i>	

Print as will appear on deed

Print as will appear on deed

WITNESS:

ACTION BY SELLER: The undersigned Seller has read and fully understands the foregoing offer and hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the above modifications initiated by Seller or by attached counteroffer, which counteroffer shall become null and void if not accepted in writing on or before

_____, 20_____, O'clock ☐ AM ☐ PM

Seller acknowledges that Agency Disclosure Statement is signed and attached.

SELLER _____	DATE _____	SELLER _____	DATE _____
<i>Signature</i>		<i>Signature</i>	

WITNESS

RECEIPT BY REALTOR® DATE _____ 20_____. I hereby acknowledge receipt of \$ _____
☐ Check # _____ I made payable to the FIRM _____ other _____
in accordance with terms herein provided.

_____ SELLING FIRM	By _____ SELLING AGENT
-----------------------	---------------------------

_____ LISTING FIRM	By _____ LISTING AGENT
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STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials CFH Date 3/21/2018
Owner's Initials _____ Date _____

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



2013

STATE OF OHIO DEPARTMENT
OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: **822 Prospect Ave., Van Wert, Ohio 45891**

Owners Name(s): **Carla F. Hoverman**

Date: **March 21**, 20 **18**

Owner ☐ is ☒ is not occupying the property. If owner is occupying the property, since what date: _____
If owner is not occupying the property, since what date: **Father-12/2017**

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

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

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

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

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

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

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

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

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

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

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years): _____

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? ☐ Yes ☒ No
If "Yes", please describe and indicate any repairs completed: _____

Owner's Initials **CFH** Date **3/21/2018**
Owner's Initials _____ Date _____

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

Property Address **822 Prospect Ave., Van Wert, Ohio 45891**

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? ☐ Yes ☒ No

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

Have you ever had the property inspected for mold by a qualified inspector?

☐ Yes ☒ No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

☐ Yes ☒ No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? ☐ Yes ☒ No

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

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? ☐ Yes ☒ No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

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

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

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

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

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

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

Owner's Initials CFH Date 3/21/2018

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

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

If "Yes", please describe: _____

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

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

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain?

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

Yes
<input type="checkbox"/>

No
<input checked="" type="checkbox"/>

Unknown
<input type="checkbox"/>

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____

List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

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

If "Yes", please describe (amount) _____

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

1) Boundary Agreement

2) Boundary Dispute

3) Recent Boundary Change

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

Yes
<input type="checkbox"/>

No
<input checked="" type="checkbox"/>

4) Shared Driveway

5) Party Walls

6) Encroachments From or on Adjacent Property

Yes
<input type="checkbox"/>

No
<input checked="" type="checkbox"/>

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

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials CFH Date 3/21/2018

Owner's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Purchaser's Initials _____ Date _____

Property Address 822 Prospect Ave., Van Wert, Ohio 45891

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Carla J. Hoverman DATE: March 21, 2018

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.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

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

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

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

This addendum made part of sales agreement dated _____

Property Address: 822 Prospect Ave., Van Wert, OH 45891

Seller(s): Carla Hoverman /Agent: Robert Gamble

Purchaser(s): _____

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.

Carla F. Hoverman

3/21/2018

Seller _____ Date _____ Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____

Agent _____ Date _____ Agent _____ Date _____