

**PURCHASE AGREEMENT
FOR REAL ESTATE**
(Agreement for both land and buildings)



Date: _____

Purchaser agrees to purchase real estate (the "Property") known as the _____
_____ in _____ Township, _____ County, State of _____
which is legally described as

and is generally located

in accordance with the terms and conditions set forth below:

A. PURCHASE PRICE:

Purchaser agrees to pay _____ Dollars (\$ _____) for the above property, subject to the adjustments and prorations hereinafter described. If a survey is completed by the seller, the final purchase price will be calculated using the bid price of \$ _____ per acre times the final surveyed acres.

B. IMPROVEMENTS AND FIXTURES:

The above purchase price includes all improvements permanently installed and affixed, (unless leased or rented) such as, but not limited to, electrical and/or gas fixtures, appliances, heating equipment, air conditioning and all attachments thereto, incinerators, window shades, curtain rods, drapery poles and fixtures, awnings, TV antennas, installed carpets, all landscaping, garage door opener with control(s), gates, feeders, fences, silo unloaders, grain bins which include attached augers and grain dryers and the following:

Items not included in this sale are as follows:

All items sold shall be fully paid for by Seller at time of closing of transaction.

C. METHOD OF PAYMENT:

Cash: The entire purchase price shall be paid in cash at closing and the purchase is not contingent upon the Purchaser being able to obtain financing.

D. CLOSING DATE:

Closing date shall be within _____ days after mortgage proceeds are ready to be paid out and/or all legal documents necessary for the closing have been prepared and approved **OR** _____, whichever occurs first. In no event shall the closing be later than _____, unless an extension is agreed to in writing by both parties.

E. POSSESSION:

Possession of the residence shall be _____
Possession of the outbuilding(s) shall be _____
Possession of the farmland shall be _____
subject to the following: _____

F. INSPECTIONS:

PURCHASER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. HOWEVER, PURCHASER HEREBY WAIVES INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON HIS OWN EXAMINATION AND RELEASES THE SELLER, BROKER AND SALESPERSONS FROM ANY AND ALL LIABILITY RELATING TO ANY DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH WAIVER SHALL SURVIVE THE CLOSING.

X _____ X _____

REQUIRED FHA/VA OR LENDER INSPECTIONS ARE NOT INCLUDED IN THIS WAIVER.

G. REAL ESTATE TAX:

Real estate taxes and any special assessments to be payable in accordance with Paragraph _____ below:

- 1) Prorated to day of closing.
- 2) Seller shall pay all real estate property taxes for _____ due and payable in _____. The purchaser shall receive credit for _____ due and payable in _____ and therefore be responsible beginning with the installment and thereafter.

Purchaser shall pay any and all real estate assessments for _____ beginning with the _____ installment.

Purchaser's Initials

Seller's Initials

H. TITLE EVIDENCE: Said real estate shall be conveyed to Purchaser by one of the following: **Strike one** [general warranty deed] [special warranty deed] [quit claim deed] [personal representative's deed] [trustee's deed] [administrator's deed] in the same condition as it now is, ordinary wear and tear excepted, subject to all covenants, easements, restrictions, right-of-way, and limitations now of record, and subject to the provisions of applicable zoning laws, and free and clear of all other liens and encumbrances except as stated in this Purchase Agreement

Prior to closing, Purchaser shall be furnished at Seller's expense a Attorney's Certificate of Title, suitable for a commitment for an ALTA approved owner's title insurance policy.

I. SURVEY:

A staked survey will or will not be completed. IF a survey is completed for title purposes, the cost of the survey will be **strike one** [Shared equally] [Seller's] [Purchaser's] expense. If any other survey is required by the Purchaser, the Purchaser will pay for the expense of such survey.

J. UTILITIES/MUNICIPAL SERVICES:

Seller shall pay for all municipal services and public utility charges through the day of possession.

K. PUBLIC IMPROVEMENT ASSESSMENTS:

Seller warrants that he has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date hereof but which will result in a lien or charge shall be paid by Purchaser.

L. RISK OF LOSS:

Risk of loss to the improvements on the Property shall be borne by Seller up to the date of closing. Purchaser shall bear such risk of loss from and after the date of closing. Each party bearing the risk of loss shall keep the improvements insured to an amount agreed upon by the parties under standard Indiana forms of Fire and Extended Perils Insurance Coverage. In the absence of specific agreement to the contrary, the coverages in force by Seller shall be the agreed amounts. In the event of an insured loss prior to closing the party having the risk of loss agrees to pay the deductible and to pay the proceeds of the loss to the repair and restoration of the improvements or to the Purchaser, at Purchaser's option. Each party agrees not to make any claim upon the other party for any uninsured or other claimed loss, to the end that this transaction shall close without regard to the occurrence of an insured loss prior to the date of closing.

M. MAINTENANCE OF PROPERTY:

Seller shall maintain the Property and related equipment so as to preserve the status quo until time of possession by Purchaser.

N. RENTS: (Complete, if applicable)

Rents shall be handled in accordance with Paragraph _____ below:

- 1) Prorated to the date of closing, or
- 2)

O. SECURITY AND/OR DAMAGE DEPOSITS:

Security and/or damage deposits, if any, are to be transferred to Purchaser at time of closing the transaction.

P. TIME:

Time is of the essence in this Purchase Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time.

Q. EARNEST MONEY:

Purchaser submits herewith \$ _____ as earnest money with this Purchase Agreement. Upon acceptance of this Purchase Agreement Purchaser submits an additional \$ _____ as earnest money deposit. All earnest money deposits shall be applied to the purchase price. Earnest money shall be deposited _____ in the listing BROKER'S Escrow Account _____ in the TITLE COMPANY'S (_____) Escrow Account immediately upon receipt of it, and held until time of closing the transaction or termination of this Purchase Agreement. Earnest money shall be returned promptly in the event this Purchase Agreement is not accepted.

R. REMEDIES OF SELLER, PURCHASER, AND BROKER:

In the event SELLERS breach the accepted Purchase Agreement and fail or refuse to close PURCHASER shall be entitled to sue SELLERS either for specific performance, rescission, or for damages. In any claim or suit by PURCHASERS for rescission or damages, the Broker shall only be liable to PURCHASER for return of the earnest money deposit; and SELLERS shall be liable to Broker for the commission Broker would have earned had the sale been consummated. In the event PURCHASERS breach the accepted Purchase Agreement and fail or refuse to close, the earnest money deposit shall be forfeited by PURCHASERS and disbursed by Broker in accordance with the terms of the listing contract executed by SELLER. In addition, SELLER may pursue all legal or equitable remedies including a suit for specific performance. ANY JUDGMENTS resulting from any above listed actions shall include reasonable attorney's fees and costs for the prevailing party. Any disputes arising involving the disposition of the earnest money shall be settled by the parties or by a court of competent jurisdiction prior to Broker disbursing said funds, and Broker is authorized to retain the earnest money deposit in escrow until such settlement has been reached. Broker's sole liability in any dispute shall be for proper disbursement of the earnest money deposit.

S. MISCELLANEOUS PROVISIONS: The transaction shall be closed in accordance with the following:

1. If taxes are not yet established and must be computed the most recent tax rate and the most recent assessed valuation at time of closing shall be used.
2. If a party to this Agreement, by himself or through his agent, requires that this transaction is to be closed by a title company, mortgage company, attorney, etc., with a fee for the service, such fee shall be paid by the **strike one** [Purchaser] [Seller] [Shared Equally].
3. Seller agrees to pay the cost of obtaining all documents necessary to perfect title so that marketable title can be conveyed.

T. 1031 TAX DEFERRED EXCHANGE:

Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

U. CONSERVATION RESERVE PROGRAM (IF APPLICABLE):

The Purchaser of any tract(s) that include land enrolled in the Conservation Reserve Program (CRP) agrees to accept the assignment of those contract(s) from the Seller along with all associated benefits and requirements. The purchaser will receive their prorated share of the 20__ CRP income to the date of deed recording. The _____ County Farm Service Agency will divide it between the Purchaser(s). Purchaser(s) shall the day after deed recording, present themselves to the _____ County FSA office in _____ and cause the proper paperwork, and assignments to occur in connection with the CRP contract(s) associated with their parcel. Purchaser and Seller agree to cooperate in all fashions in immediately facilitating the assignment/transfer of the CRP contract(s). Additionally, if the Purchaser removes any or a part of the land enrolled in the CRP prior to the expiration of the current contracts or if the Purchaser breaches the current contracts, any costs, liquidated damages, refunds of payments received, interest due, costs, penalties, attorney's fees or other associated fees for the removal or breach will be completely the responsibility of the Purchaser and paid immediately by the Purchaser. Purchaser agrees to indemnify the Seller for any and all removal costs, breach, penalties, fees, including reasonable attorney's fees, or any damages whatsoever of any nature associated with the CRP contracts. If the Purchaser removes land from CRP, Purchaser agrees to reimburse Seller for any and all income Seller would have received if the CRP contract had remained in full force. This provision relating to the CRP contracts shall survive the closing.

V. FURTHER CONDITIONS:

W. EXPIRATION AND APPROVAL:

This Purchase Agreement is void if not accepted in writing on or before _____ (A.M.) (P.M.) (Noon) (Midnight) on _____

X. TERMS BINDING/ASSIGNMENT:

This is a legal and binding contract. If not fully understood, seek competent advice. All terms and conditions are included herein and no verbal agreements shall be binding. This Purchase Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto. The rights of Purchaser and Seller under this Purchase Agreement cannot be assigned in whole or in part without the prior written consent of the other.

Y. DISCLAIMER OF WARRANTY:

Purchaser agrees that the brokers and salespersons have not and cannot make any warranties or guarantees about the real estate and improvements or any fixtures, equipment or systems on or about the real estate and improvements. Purchaser and Seller agree not to bring any claims against brokers and salespersons with respect to any problem concerning the condition of the real estate.

Z. NOTICE:

Any notice required or permitted to be given to the parties shall be given to Seller at Listing Broker's Office and to Purchaser at Selling Broker's Office.

AA. Selling Broker acknowledges receipt of \$ _____ earnest money in the form of _____, from _____

BB. AGENCY RELATIONSHIP: The Purchaser(s) hereby acknowledge that, unless otherwise agreed, the Selling Broker/Salesperson, including a Listing Broker/Salesperson selling their own listing, is exclusively the agent of the Seller, and not the agent of the Purchaser.

CC. ACKNOWLEDGMENT: By signature the parties verify that they have read, fully understood, and approve the Purchase Agreement and acknowledge receipt of signed copy.

DD. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed manually or by any electronic signature complying with the U.S. Federal ESIGN Act of 2000, and the parties hereby consent to conduct this transaction using electronic means. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Purchaser's Initials

Seller's Initials

This PURCHASE AGREEMENT was prepared by _____, Real Estate (Broker) (Salesperson) with Halderman Real Estate Services Inc.

Signed this _____ at _____ (A.M.) (P.M.) (Noon) (Midnight)

_____ PURCHASER'S SIGNATURE	_____ PURCHASER'S SIGNATURE		
_____ PRINTED NAME FOR DEED	_____ PRINTED NAME FOR DEED		
_____ EMAIL ADDRESS	_____ ATTORNEY'S NAME	_____ PHONE NUMBER	
_____ PURCHASER'S ADDRESS:	_____ PURCHASER'S PHONE NUMBER(s)		
_____ CITY	_____ STATE	_____ ZIP CODE	_____ INTENDED LENDER

ACCEPTANCE OF PURCHASE AGREEMENT

The above terms and conditions are accepted this:
_____ at _____ (AM) (PM) (Noon) (Midnight)

_____ SELLER'S SIGNATURE	_____ SELLER'S SIGNATURE
_____ PRINTED NAME FOR DEED	_____ PRINTED NAME FOR DEED
_____ SELLER'S SIGNATURE	_____ SELLER'S SIGNATURE
_____ PRINTED NAME FOR DEED	_____ PRINTED NAME FOR DEED

HALDERMAN USE ONLY
SUBJECT TO CHANGE



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: 2219 Winnerline Rd. Eaton, OH 45320

Buyer(s): _____

Seller(s): Lois M. Garber Trust

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 _____ 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) Craig Springmier/John Kramer and real estate brokerage Halderman Real Estate Services 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 _____

Lois M. Garber, Trust _____
SELLER/LANDLORD DATE

by Kent E. Garber Trustee 7-15-24 _____
SELLER/LANDLORD DATE

Disclosure of Information on Lead-Based Paint and 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)

- KEG (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).
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- KEG (b) 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 paint 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 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 one below):
- 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
- 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 provided by the signatory is true and accurate.

Lois M. Garber Trust

Seller _____ Date _____

by Kent E. Garber, Trustee 7-15-24
Agent _____ Date _____

Purchaser _____ Date _____

Seller _____ Date _____

Agent _____ Date _____

Purchaser _____ Date _____

In the event that both the buyer and seller are represented by the same agent, that agent and Halderman Real Estate Services, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Halderman Real Estate Services, Inc. has listed. In that instance Halderman Real Estate Services, Inc will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Halderman Real Estate Services, Inc lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Halderman Real Estate Services, Inc does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Halderman Real Estate Services, Inc shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Halderman Real Estate Services, Inc will be representing your interests. When acting as a buyer's agent, Halderman Real Estate Services, Inc also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller -paid fee.

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, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Lois M. Garber Trust
Name (Please Print)

Name (Please Print)

Kent E. Garber, Trustee 7-15-24
Signature Date

Signature Date





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 KEG Date 7-19-24
Owner's Initials _____ Date _____

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



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: 2219 Winnerline Rd. Eaton, OH 45320

Owners Name(s): Lois M. Garber Trust

Date: July 15th, 2024

Owner [] is [x] is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: May 4, 2024

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

- A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes): [] Public Water Service, [] Private Water Service, [x] Private Well, [] Shared Well, [] Holding Tank, [] Cistern, [] Spring, [] Pond, [] Unknown, [] Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes No [x] 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) [x] Yes [] No

- B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes): [] Public Sewer, [x] Leach Field, [] Unknown, [] Private Sewer, [] Aeration Tank, [] Other, [x] Septic Tank, [] Filtration Bed

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 [x] 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): Had a drip in the attic 2-3 years ago. Had contractor apply roof cement, which stopped the leak.

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 [x] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials KEG Date 7-18-24

Purchaser's Initials Date

Property Address 2219 Winnerline Rd. Eaton, OH 45320

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: The patio doors on the west side of the house have water damage. Need repaired or replaced.

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: 2 years ago, found some mold on luggage in Master Closet - also in crawl space. Had it professionally removed.

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): Fireplace is gas logs, but we have no LP Gas tank hooked up at this time. Central Vac motor works ago, but head is needing repaired.

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 type="checkbox"/>	<input checked="" 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 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 KEG Date 7-18-24
Owner's Initials _____ Date _____

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

Property Address 2219 Winnerline Rd. Eaton, OH 45320

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: An underground LP Gas tank is buried in the back yard (under steel lid) but is not being used.

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: The area on each side of the creek is Flood Plain. Yes No Unknown
Is the property located in a designated flood plain? Yes No Unknown
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

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

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

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

If "Yes", please describe: _____

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

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

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

If "Yes", please describe (amount) _____

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

	Yes	No		Yes	No
1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

Well cover is showing wear, and some rot. Needs replaced.
Barn floor has some loose and missing boards.

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 KEG Date 7-18-24
Owner's Initials _____ Date _____

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

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: Lois M. Garber Trust
by Kent Garber, Trustee DATE: 7-18-24

OWNER: by Kent Garber, Trustee 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: _____

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Halderman Real Estate Services, Inc.

We are pleased you have selected Halderman Real Estate Services, Inc to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Halderman Real Estate Services, Inc can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and the options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Halderman Real Estate Services, Inc

Halderman Real Estate Services, Inc does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Halderman Real Estate Services, Inc and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Halderman Real Estate Services, Inc will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and Halderman Real Estate Services, Inc. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Halderman Real Estate Services, Inc. has listed. In that instance Halderman Real Estate Services, Inc will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Halderman Real Estate Services, Inc lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Halderman Real Estate Services, Inc does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Halderman Real Estate Services, Inc shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Halderman Real Estate Services, Inc will be representing your interests. When acting as a buyer's agent, Halderman Real Estate Services, Inc also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller -paid fee.

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, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Lois M. Garber Trust
Name (Please Print)

Name (Please Print)

Kent E. Garber, Trustee 7-15-24
Signature Date

Signature Date

