

**TO BEGIN PROCESSING THE TITLE AND  
ESCROW ORDER SEND THE COMPLETED  
AND SIGNED RESIDENTIAL PURCHASE  
AGREEMENT TO PATRIOT TITLE AGENCY,  
INC. AT:**

**4120 WHIPPLE AVE NW.  
CANTON, OHIO 44718**

or

[Title.office@ptagencyohio.com](mailto:Title.office@ptagencyohio.com)



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**RESIDENTIAL PURCHASE AGREEMENT**

This RESIDENTIAL PURCHASE AGREEMENT (referenced as the “Agreement”), is entered into by and between \_\_\_\_\_ (referenced as the “Buyer”) and \_\_\_\_\_ (referenced as the “Seller”).

*WITNESSETH:*

In consideration of the mutual promises, representations and agreements herein contained, the Seller and Buyer hereby agree as follows:

**1. PROPERTY.** Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase from the Seller, the following described real property (referenced herein as the “Property”):

Address: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

**2. PURCHASE PRICE.** The purchase price for the Property shall be the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) (referenced as the “Purchase Price”) which shall be payable as follows:

a. Earnest Money Deposit: An earnest money deposit in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) shall be delivered by the Buyer to the Title Company within \_\_\_\_\_ days of the Effective Date of this Agreement, which earnest money deposit shall be applied to the Purchase Price at closing.

b. The balance of the Purchase Price shall be paid at closing.

**3. FINANCING.**

\_\_\_\_\_ Check here if a cash transaction.

\_\_\_\_\_ Check here if financing. Buyer will need a (conventional/FHA/VA/Other) loan for a minimum amount of \$ \_\_\_\_\_ to finance this transaction. [Please circle type of financing.] Buyer agrees to use his/her best efforts to obtain such a loan, including complying with lender's requests. Buyer will make loan application within five (5) days and obtain a loan commitment within thirty (30) days after the date of this Agreement. If Buyer has failed either to make loan application or obtain a written loan commitment within the time periods set forth above, this Agreement, at Seller's election, shall be deemed null and void and all deposits held in trust shall be returned to Buyer without further liability by, between and among Seller, Buyer and Realtors, if any. Seller and Buyer agree that Seller will not pay any points and/or closing costs of Buyer nor any additional expenses incurred as a result of buyer obtaining a VA or FHA loan.

Seller agrees to pay \$ \_\_\_\_\_ towards Buyer's closing costs and pre-paids.

Seller agrees to give a Gift of Equity to the Buyer is the amount of \$ \_\_\_\_\_.

**4. FIXTURES.** Unless otherwise agreed to in writing by the Seller and Buyer, the following items shall be included in this transaction unless specifically excluded by the parties: window and wall air conditioning units; attached fireplace equipment; bathroom fixtures; affixed mirrors and lights; ceiling fans; smoke and carbon monoxide detectors; all window coverings including rods and fixtures; blinds and awnings; humidifier and/or dehumidifier; window and door screens; storm doors and windows; built-in furniture and appliances; garage door opener and controls; television aerial or antenna; mailbox; outbuildings; swimming pool and its equipment; garbage disposal; range; refrigerator; dishwasher; microwave; security system; and water softener, all of which Seller warrants to be free of liens or encumbrances.

a. Items Excluded: \_\_\_\_\_

\_\_\_\_\_

b. Additional items to be Included: \_\_\_\_\_

\_\_\_\_\_

**5. TITLE INSURANCE.** Seller and Buyer agree that *Patriot Title Agency, Inc., 4120 Whipple Ave. NW, Canton, Ohio 44718* (referenced as the "Title Company") shall serve as the escrow and closing agent for the transaction, and Seller will obtain from the Title Company an Alta Homeowner's policy of title insurance in the amount of the Purchase Price.

**6. DEED.** On the closing date, Seller shall convey good and marketable indefeasible fee simple title to the Property to Buyer, subject only to those title matters approved or deemed Permitted Exceptions hereunder, by General Warranty Deed or Fiduciary Deed (the "Deed") with release of all dower rights. Deed is to be issued in the name of

\_\_\_\_\_ (with  
or without) survivorship.

*[Buyer to specify whether deed is to include rights of survivorship.]*

7. **PERMITTED TITLE EXCEPTIONS.** The Property is sold and is to be conveyed subject to:

- a. Zoning regulations and ordinances;
- b. Covenants, conditions, easements, restrictions and reservations of record as disclosed in commitments for title insurance for the Property;
- c. Easements for the maintenance of electric, water, sewer, drainage, gas and telephone lines; and
- d. Any stated facts an accurate survey would show, provided the same does not render the title unmarketable.

8. **CURING TITLE DEFECTS.** Buyer agrees that if title to the Property shall be subject to any defect or encumbrance by reason of which the title company would not insure the title as required hereunder, Seller shall have a period of thirty (30) days after written notice thereof from the title company to cure or remove such defect or encumbrance. If Seller shall not cure or remove the same, Seller shall give notice to Buyer and Buyer shall make its election within ten (10) days after receipt of such notice either (i) to accept the title to said Property subject to such defect or (ii) to withdraw from this transaction. If Buyer shall fail to so elect within said ten (10)-day period, Buyer shall conclusively be deemed to have elected (i).

If Buyer shall elect or shall be deemed to have elected under (i), then the obligations of the parties hereunder shall not be affected by reason of such defect or encumbrance, the same shall, if appropriate, be excepted from the title insurance policy, the transaction shall be consummated without abatement or reduction of the purchase price, and Buyer shall have no right to withdraw from this transaction.

If Buyer shall elect under (ii) above, then Buyer shall be entitled to the return, without deduction, of any amount paid or deposited pursuant to this Agreement, and thereupon the parties shall be fully released and discharged from any liability or obligation hereunder each to the other. Each party shall pay their respective shares of the charges of the escrow agent of withdrawal.

9. **TAXES AND ASSESSMENTS.** Seller shall pay all real estate taxes and current installments of assessments which are owing, including delinquencies and penalties. Real estate taxes and current installments of assessments shall be prorated to date of closing utilizing a 365-day pro rata basis. Proration shall be based upon the last available current tax duplicate. In the event that the Property should be deemed subject to any agricultural tax recoupments, Buyer agrees to pay the amount of such recoupment.

10. **CLOSING.** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the Title Company on or before \_\_\_\_\_ and title shall be recorded on or about \_\_\_\_\_.

11. **POSSESSION.** Seller shall deliver possession of the Property to the Buyer by \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

12. **RISK OF LOSS.** If any structure on said Property shall be destroyed or injured by any of the risks covered by fire and extended coverage insurance so as to be unfit for occupancy prior to the closing, the Buyer may, at his option to be exercised within ten (10) days after the discovery of such destruction or injury, terminate this Agreement by written notice to the Seller. Upon such termination, the Seller shall forthwith repay to the Buyer all sums paid on account of the purchase price, and thereafter none of the parties shall be in any manner liable to the others on account of this Agreement.

But if the Buyer shall fail to give such notice of termination, then this Agreement shall continue in full force and the purchase price shall not be reduced in any extent whatever by reason of such destruction and injury but the Buyer shall be entitled to the benefit of all insurance proceeds received by the Seller for destruction and injury to structures, improvements and fixtures, or to which the Seller shall be entitled under the policies for such destruction and injury, and the Seller shall apply such insurance proceeds to the unpaid portion of the purchase price and the excess, if any, to said Buyer.

**13. DEFAULT.** In the event that Seller fails to perform its obligations hereunder in conveying the Property, Buyer shall be entitled to a full and complete refund of Buyer's earnest money deposit and the parties hereto shall be released from any and all obligations and liabilities arising hereunder. In the event that Buyer fails to perform his obligations hereunder with respect to the purchase of the Property, Seller shall be entitled to retain the deposit and shall further be entitled to any and all remedies available at law or at equity.

**14. PAYMENT OF EXPENSES.** Unless otherwise agreed to herein, closing costs shall be allocated between the Seller and Buyer as follows:

- a. **SELLER** shall be responsible for and pay the following expenses:
  - (1) Cost of preparation of the purchase agreement and deed and any Attorney fees payable to his attorney;
  - (2) Conveyance fees payable to the County;
  - (3) One-half the title insurance, including search, commitment, premium and simultaneous issue charges;
  - (4) One-half of the escrow/closing fees;
  - (5) Pro-rated taxes and assessments set forth above; and
  - (6) Cost of a termite and wood destroying insect inspection.
- b. **BUYER** shall be responsible for and pay the following expenses:
  - (1) Recording fees for the deed and any loan documents;
  - (2) One-half the title insurance, including search, commitment, premium and simultaneous issue charges;
  - (3) One-half of the escrow/closing fees;
  - (4) Cost of any surveys and/or endorsements required by lender;
  - (5) Cost of any inspections of the Property; and
  - (6) All loan fees and expenses assessed or required by Buyer's lender.

[Note here any changes to the payment of expenses]:

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**15. "AS IS" INSPECTION CLAUSE.** Buyer acknowledges and agrees that the Property is being purchased and conveyed in its "AS IS" present condition and that the Buyer is relying solely upon his/her own examination of the Property for the Property's physical condition character of the Property and its suitability for the intended use.

Buyer shall have \_\_\_\_\_ (\_\_\_\_\_) days from the date of this agreement to obtain, at his/her cost, the following inspections: well, septic, radon, a general home inspection, and a termite and insect. If Buyer is not satisfied with the results of any of the inspections, the Buyer shall notify the Seller in writing with a copy of the inspection report and either Buyer or Seller shall have the right to void this Agreement within seven (7) days of said notice. In the event that buyer fails to obtain an inspection or fails to provide written notice within the above time period, then this contingency shall be deemed removed.

**16. BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, other personal representatives, devisees, legatees, successors and assigns of the parties hereto.

**17. INTEGRATED AGREEMENT.** This Agreement represents the entire, complete and exclusive understanding by and between the parties and reduces to writing all prior oral agreements and negotiations of the parties and may not be altered, amended or otherwise changed unless in writing signed by all parties.

**18. CONSTRUCTION.** This Agreement shall be governed by the laws of the state in which the real property is located.

**19. MISCELLANEOUS.**

- a. Time is of the essence for all purposes herein and this Agreement shall only be amended in writing signed by both Seller and Buyer.
- b. The parties hereto agree that the singular male pronouns used in this Agreement shall be construed to mean singular or plural, and male, female or neuter where applicable to an individual Seller or Buyer or a partnership, corporation, trust or other entity.
- c. The parties agree that Facsimile (Fax) signatures shall constitute a valid signing of this Agreement.
- d. All provisions of this Agreement shall survive the closing.
- e. Paragraph headings are for convenience only are not a part of this Agreement.

**DISCLOSURE:** By signing below both parties understand that this contract is provided as a courtesy and in no way provides legal advice or representation to any party. Each party should consult the laws of the State in which the property is located to determine requirements, including property disclosures, for the sale of real property.

**Additional Information:** \_\_\_\_\_

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*{The remainder of this page is intentionally left blank. Only signature page follows.}*

**IN WITNESS WHEREOF**, the parties have set their hands to duplicates hereof, each of which shall be deemed an original, on the dates set forth below.

**Buyer(s) Signatures:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**Seller(s) Signatures:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_





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 \_\_\_\_\_ Date \_\_\_\_\_  
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:

Owners Name(s):

Date: \_\_\_\_\_, 20\_\_\_\_

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: \_\_\_\_\_

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, 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 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):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, 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 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 \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

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               |     |    |     | 8) Water softener             |     |    |     |
| 2) Plumbing (pipes)         |     |    |     | a. Is water softener leased?  |     |    |     |
| 3) Central heating          |     |    |     | 9) Security System            |     |    |     |
| 4) Central Air conditioning |     |    |     | a. Is security system leased? |     |    |     |
| 5) Sump pump                |     |    |     | 10) Central vacuum            |     |    |     |
| 6) Fireplace/chimney        |     |    |     | 11) Built in appliances       |     |    |     |
| 7) Lawn sprinkler           |     |    |     | 12) Other mechanical systems  |     |    |     |

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                               |     |    |         |
| 2) Asbestos                                       |     |    |         |
| 3) Urea-Formaldehyde Foam Insulation              |     |    |         |
| 4) Radon Gas                                      |     |    |         |
| a. If "Yes", indicate level of gas if known _____ |     |    |         |

5) Other toxic or hazardous substances  
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 \_\_\_\_\_ Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

**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:** Yes No Unknown  
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?

**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     | 4) Shared Driveway                            |
| 2) Boundary Dispute       | 5) Party Walls                                |
| 3) Recent Boundary Change | 6) Encroachments From or on Adjacent Property |

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: \_\_\_\_\_

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 \_\_\_\_\_ Date \_\_\_\_\_  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_

Property Address \_\_\_\_\_

**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: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS**

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

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](http://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**

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

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



## AUTHORIZATION TO RELEASE INFORMATION

We have asked Patriot Title Agency, Inc. to help us in a real estate transaction.

This signed form will authorize and direct you to provide *Patriot Title Agency, Inc.* all information and documentation that they request. Such information could include, but is not limited to, Mortgage History, Mortgage Balances, Payoffs and Lien Payoffs, Lien Releases.

A copy for FAX of this authorization may be accepted as an original. Your prompt reply is greatly appreciated.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

### **MORTGAGE/HOME EQUITY/LIEN INFORMATION**

Current Lender: \_\_\_\_\_

Current Loan Number: \_\_\_\_\_

Current Lender Telephone Number: \_\_\_\_\_

Current Lender: \_\_\_\_\_

Current Loan Number: \_\_\_\_\_

Current Lender Telephone Number: \_\_\_\_\_

Current Lender: \_\_\_\_\_

Current Loan Number: \_\_\_\_\_

Current Lender Telephone Number: \_\_\_\_\_

\*\*\* We cannot order payoffs on credit cards or liens of any form which do not affect the land or the applicable title. \*\*\*

To be completed by the Seller.



## **PATRIOT TITLE LICENSED STATES:**

- |                           |                            |
|---------------------------|----------------------------|
| <b>1. COLORADO</b>        | <b>11. NEW JERSEY**</b>    |
| <b>2. DELAWARE**</b>      | <b>12. NORTH CAROLINA*</b> |
| <b>3. FLORIDA</b>         | <b>13. NORTH DAKOTA</b>    |
| <b>4. INDIANA</b>         | <b>14. OHIO</b>            |
| <b>5. ILLINOIS</b>        | <b>15. PENNSYLVANIA</b>    |
| <b>6. KANSAS</b>          | <b>16. SOUTH CAROLINA*</b> |
| <b>7. KENTUCKY</b>        | <b>17. TENNESSEE</b>       |
| <b>8. MASSACHUSETTS**</b> | <b>18. VIRGINIA</b>        |
| <b>9. MICHIGAN</b>        | <b>19. WEST VIRGINIA*</b>  |
| <b>10. NEW HAMPSHIRE</b>  | <b>20. WISCONSIN</b>       |

**\*=ATTORNEY STATES - PLEASE CALL FOR SPECIAL INSTRUCTIONS & FEE'S**

**\*\*=ATTORNEY STATE - REFINANCES ONLY**

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**4120 Whipple Avenue NW, Canton, OH 44718**  
**(330)-479-3000-Phone (330)-479-3001-Fax**  
**Email Address: [title.office@ptagencyohio.com](mailto:title.office@ptagencyohio.com)**  
**[www.ptagencyinc.com](http://www.ptagencyinc.com)**



# All About Title Insurance

## ***How to protect your real property against hidden risks***

### ***You are buying a house***

Owning a home continues to be one of the most important parts of the American dream. But, having the deed to a piece of land does not necessarily mean the property is yours free and clear. Other people may have certain prior rights or claims that your deed will not erase. Such rights can go back all the way to the earliest owners of your new property.

You want to be sure you will remain the true owner, and that there will be no claims or liens against your new home — other than the mortgage you agreed to pay.

### ***A “loan policy” is title insurance that protects your lender***

When you close on your mortgage loan, title insurance may be included in the amount you pay. Known as a loan policy, this type of title insurance covers the mortgage company for up to the full value of the policy if you are unable to pay your mortgage bills and the company suffers a loss.

### ***Warning: The loan policy does not protect YOU!***

You can protect your own interest in the property you just bought with a policy called "owner's title insurance."

An owner's title insurance policy describes the property and defines your ownership "limitations" — if any. The limitations could be in the form of existing liens or items disclosed to you before you agreed to the purchase. In other words, limitations you have accepted in buying the house. Owner's title insurance protects you against what you don't know. It helps take the risk out of buying property whose legal history is long and may not be completely known to you. The so-called "hidden risks" covered by such a policy are not common, but they do exist. If your property's ownership history carries such risks, you could lose the property and the money you paid for it.

The mortgage company has a loan policy to protect its interest in the money it lent you. To protect your own interest in your new property, consider owner's title insurance.

### ***What owner's title insurance covers***

It is likely there are no hidden risks connected to your new property. However, such risks do exist, often as a result of errors made during past title transfers.

Many different people may have owned the land and buildings over the years and there was a chance for error each time the title was transferred. If an error occurred but was not discovered until you bought the property, you may face a hidden risk (see examples). Your ownership of the property could come into question.



Owner's title insurance protects you from such errors. Title insurance also provides the coverages shown below.

- Protects you from financial loss due to covered claims against your title, up to the face amount of the policy.
- Pays your legal costs if the title insurance company is required to defend your title against covered claims.
- Pays successful claims against your title, up to the face amount of the policy.
- Continues protection after you no longer own the property.

### ***Example of hidden risks***

Some of the more common hidden risks covered under owner's title insurance:

- False impersonation of the true owner
- Unpaid child support lien
- Confusion caused by similar names
- Unpaid taxes (local, state, federal)
- Forged deeds and other documents
- Invalid Divorces
- Clerical errors in public records
- Unrecorded easements (rights of way)
- Errors in recording legal documents
- Invalid documents executed under expired power of attorney
- Fraud
- Signatures of minors or people who are not mentally competent
- Undisclosed or missing heirs
- Invalid documents executed under expired power of attorney
- Signatures of people represented as Single who are actually married

### ***Consumer Tips***

If you decide you want owner's title insurance, companies offer "simultaneous issue credit as long as you buy the owner's insurance within 30 days of closing (and buying the loan policy). Simultaneous issue credit decreases the amount of your premium. Remember any insurance policy is only as sound as the company that issues it.

### ***What if I have a problem with the insurance agent or the company?***

The Ohio Department of Insurance Consumer Services can answer your questions about title insurance. Consumer Services will also investigate your written complaints about an insurance company or agent. If you have a question or you feel a company or its agent has done something wrong, call Consumer Services at 1-800-686-1526.