



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.)

Bu	openy Address: 20 Colonial D oyer(s): Her(s): MMD Properties, L				
-	I. TRANSACTION	INVOLVING TWO A	GENTS IN TWO DIFF	ERENT BRO	KERAGES
Th	e buyer will be represented by	AGENT(S)		, and	enokerage nerican
Th	e seller will be represented by J. P.	aul Basinger J	ulie A. Cerneka ard D. Basinger	, and Real	Estate Specialists
	II. TRANSACT wo agents in the real estate brokerage bresent both the buyer and the seller, or	3	VO AGENTS IN THE SA	AME BROKE	ERAGE
	Agent(s) Agent(s) involved in the transaction, the printform. As dual agents they will main information.	cipal broker and manag	ers will be "dual agents."	which is furthe	e seller. Unless personally er explained on the back of this
	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:				
Agi	III. TRANS		G ONLY ONE REAL Estate brokerage	STATE AGE	NT will
	represent only the (check one) \square se represent his/her own best interest.	ller or D buyer in this a	transaction as a client. The	e other party is osed to the age	not represented and agrees to ent's client.
			CONSENT		
	I (we) consent to the above relations (we) acknowledge reading the infor	ships as we enter into the mation regarding dual a	is real estate transaction. gency explained on the ba	If there is a duack of this form	al agency in this transaction. I
	BUYER/TENANT	DATE	Daniel G. Perry SELLENDANDLOND		dollop; verified 06/03/24 10:27 AM EDT UZQZ-YYRC-DUUP-JHSC
	BÜYER/TENANT	DATE	Matthew F. Bodine. Members Both Author		dollooverflide OMATICA 149PM DOT HANNANGE (MOTONATZ) Esentatives for
			DUCH AUCHOF	reen vebl	COCHIGITAGE IOL

Page 1 of 2

MMD Properties, LLC

Effective 02/10/19



Real Estate & Auction Services

226 Boardman Canfield Rd., Boardman, OH 44512

info@AmericanRESpecialists.com

Real Estate Brokers & Auctioneers: J. Paul Basinger, Julie A. Cerneka

Real Estate Agent: Richard Basinger

Real Estate & Auction Se	rvices	near moute rightly	deliald basinger
Con	npany P	olicy Disclosure	
For the property located at: 20 Colonial Cooperation & Compensation SELLER:		Youngstown, OH 44505 & Va erties, LLC	cant Lot
It is the policy of American Real Estate Sp brokerage and its agents will make its listings avail written offers by other brokerages in a timely manne	able to other	operate with all other brokerages on an obrokerages to show, provide non-confident	equal and consistent basis. The ential information and present all
We will offer compensation to a buyer's broad at auction. 2% if sold at auction, prior to Participation form with our firm to qualify and submit the close of the auction. Commission is paid on bas	o, or post au it to our offic	ction (excluding buyer's premium). Bro	ker/Agent must fill out a Broker
Traditional Real Estate Listing: 2% of cor	ntract price.		
When we act as a buyer's agent, we will also accept	compensation	n offered by the listing broker through the	MLS.
Types of Agents It is possible for other agents within Amagent on the same transaction. American Real Estate Specialists does			gent, buyer's agent or seller's
Representation A buyer's agent represents the buyer's	interests, ev	en if the seller's agent or seller compe	nsates the buyer's agent.
It is possible for an agent to act as a dua a. Consent to the dual agency b. Exercise your rights under to c. Consent to another agent in	by signing the law and		itement, or
Receipt of Agency Policy I hereby acknowledge that I have receive	_	pany Policy Disclosure of American Re	eal Estate Specialists.
Daniel G. Perry dottop verified 06/03/24 10:27 AM Et DQJR-55 CR-FOW1-YSY	OT C		
Client (Seller) Daniel G. Perry,	Date	Client (Buyer)	Date
Matthew F. Bodine. Member 05/31/24 1:49 PM EDI PYBM-1 ORE-VSPZ-BRI	.S		
Client (Seller) Matthew F. Bodine Authorized Representative	Date	Client (Buyer)	Date
J. Paul Basinger dottoop verified 05/31/24 8:11 PM EDT XDEU-HNBL-GWLZ-6UI	NC		
Broker/Auctioneer: J. Paul Basinger	 Date	Agent	Date

Broker/Auctioneer: Julie A. Cerneka

Date

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

Lead Warning Statement 20 Colonial Drive, Youngstown, OH 44505

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

red in for	quired to p the seller: possible cupied	ilso poses a particular risk to pregnant w provide the buyer with any information of s possession and notify the buyer of any k lead-based paint hazards is recommende the property for over 10 ye	n lead-based paint hazards from risk i nown lead-based paint hazards. A ris	residential real property is assessments or inspections k assessment or inspection	
	ller's Dis				
(a)	Present	ce of lead-based paint and/or lead-ba			
	(i) <u> </u>	Known lead-based paint and/or le (explain).	ad-based paint hazards are preser	nt in the housing	
	(ii) <u></u>	Seller has no knowledge of lead-ba	sed paint and/or lead-based paint	hazards in the housing.	
(b)	Record	s and reports available to the seller (c	heck (i) or (ii) below):	100"	
	(i)	Seller has provided the purchaser was based paint and/or lead-based paint	with all available records and repo nt hazards in the housing (list doc	orts pertaining to lead- uments below).	
	(ii)	Seller has no reports or records pe hazards in the housing.	rtaining to lead-based paint and/o	or lead-based paint	
Pu	rchaser's	Acknowledgment (initial)			
(C)		_ Purchaser has received copies of a	Il information listed above.		
(d)		Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.			
(e)	Purchas	urchaser has (check (i) or (ii) below):			
	(1)	received a 10-day opportunity (or n ment or inspection for the presence	nutually agreed upon period) to co	nduct a risk assess- 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.				
Ag	ent's Ack	mowledgment (initial)			
f)	Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.				
	tification	n of Accuracy			
The nfo	following ormation t	g parties have reviewed the information a they have provided is true and accurate.	above and certify, to the best of their	knowledge, that the	
	iel G. Perry	datloop verified 06/03/24 10:27 AM EDT JFFA≪BDW-SODC-BMLK	Matthew F. Bodine, Member	dotloop verified 05/31/24 1:49 PM EDT CF5K-D9PJ-FJOV-ZXRO	
en	е	Date	Seller	Date	
Pur	chaser	Date	Purchaser	Date	
	rul Basinger	datlop vetified 05/31/24 8:11 PM EDT PD7:C=GRN+GQMK-INGD		Date	
1		Paul Basinger Date	Agent	Date	



226 Boardman-Canfield Rd., Boardman, OH 44512

Real Estate Broker & Auctioneer: J. Paul Basinger Real Estate Broker & Auctioneer: Julie A. Cerneka Real Estate Agent & Auctioneer: Rich Basinger

info@AmericanRESpecialists.com

Exemption to the Residential Property Disclosure Form

Property Address	S 20 Colonial Drive, Youngstown, OH 44505 & Vacant Lot				
Seller(s)/Owner(s	MMD Properties, LLC - Daniel G. Perry & Matthew F. Bodine, Representatives				
The Seller(s)/Ow Form because of	ner(s) are exempt from filling out the Residential Property Disclosure				
Transfer pursua	ant to a court order.				
Transfer by a le	nder.				
X Transfer by an	Transfer by an executor, guardian or trustee., seller who has not occupied the property for 10 or more years.				
Transfer to a buyer who has lived in the property for at least one year immediately prior to the sale					
Transfer from a immediately pri	n owner who inherited the property and has not lived in the property within one year or to the sale.				
Transfer by a go	overnment entity.				
Daniel G. Per	dotloop verified 06/03/24 10:27 AM EDT KCLI-Z65S-U8SW-MCTK				
NOTE: The Sellers	Buyer C - Daniel G. Perry & Matthew F. Bodine, Authorized Representatives have not occupied the property for over 10 years and have no knowledge ition of the building or grounds.				
Owner Matthew F. Bo	dine. Member obj31/24 1:49 PM EDT VLW1-ZRIB-339B-DYVE				
J. Paul Basing	dotloop verified 05/31/24 8:11 PM EDT RBOF-ITXC-TH5W-M4F4				
	Basinger, Broker for Selling Agent n Real Estate Specialists				



226 Boardman-Canfield Rd. Boardman, OH 44512

Real Estate Brokers & Auctioneers: J. Paul Basinger, Julie A. Cerneka

info@AmericanRESpecialists.com

REAL ESTATE PURCHASE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1.	BUYER(S): TI	he undersigned Buyer(s)					offers
2.	the following: PROPERTY loc	cated in the County of Trum	bul1	City an Cityan	Youngst	OFER	and further known as
(addres		nial Dr., Youngstow		t) Ohio, Zip		OWIL	and fulfile known as
which for building window and core The followers	PURCHASER acc as and fixtures, in and door shade: antrol unit, smoke a lowing items sha	12-426260 & 12-64 cepts in its PRESENT CONDiculding such of the following s, blinds, awnings, screens, stalarms/detectors, garage door all also remain (check all app	ITION, shall include the as are now on the proportion windows, curtain a opener and all controls, plicable items):	land, all appurten lerty; all electrical, nd drapery fixtures and all permanenti	ant rights, pr heating, plui ; all landscap y attached ca	mbing and	hathroom finteres - II
	range & oven refrigerator	window/wall air conditioner		uipment (unless lease		invisible f	ence/controls
*	dishwasher	gas grill existing window treatments	all heating fuel less n	controls (unless leased)	ALOO BL	NAME OF THE OWNER O
	washer	ceiling fan(s) (if any)		controls (unless lease	d)	ALSO INC	ELUDED:
	dryer	wood burner stove inserts		n, doors, grate & gas lo		NOT INC	.UDED:
	microwave	hot tub	shed				
	SO INCLUDED:	B Dard old-resiliable is refunded healthdown a require a second of the control of	Marie Andrée de Marie au de Après de Après de Après de Company de Company de La Language de La L				**************************************
3.	PRICE: The pu	urchase price shall be:					
(\$	The second second second second second) payat	ole as follows:				
of the li	a.) Earnest molesting broker and control CASH/CHECK	ney paid to AMERICAN REAl credited against purchase price	L ESTATE SPECIALIST e. See Paragraph #18 f	S to be deposited or return of earnes	upon Seller's t money.	acceptane \$	ce in the trust account
	(b.) Down paym	nent at date of closing (insert d	lollar amount or percenta	age (%) of purchas	e price)		
		balance due at date of closing				\$	
		contingent upon Buyer obtain		realization of particular	prioc.)	Ψ	
		ENTIONAL () CASH) FHA () OTHER		
4.	ADDITIONAL A	AGREEMENTS AND CONT	,			at or al	pove contract price.
Seller at Seller at 6. Policy. Stitle sea title insudefect cagainst 7. expense condition TITLE T. 8. duplicate only is a sales pri special a agrees t 9. shall be	ness VA/FHA regrees to pay all V. EVIDENCE OF Such title evidence rech/examination aurance costs and annot be remedies aid defect, the aurance to said defect, the aurance Seller strategy with the releasins, restrictions, aurance voices and the Buyard TAXES & ASSE exists, escrower assessed, the Buyard Sessessed, the Buyard Sessessment is being assessment and paranche through darance to pay and the p	Buyer shall make a loan apprassociated with such approve gulations prohibit payment of a A/FHA costs not permitted to be TITLE: For each parcel of resease well as one half the premius expenses shall be paid by the dot by the Seller within thirty (3 mount of the deposit, if any, shall convey to Buyer marketate of dower, if any, or fiduciar and easements of record. ME OF: ESSMENTS: To be prorated appropriate will use applicable tax and Seller will agree to the part of t	ed loan. Any escrow/se escrow fees by Buyer, in the paid by Buyer under was estate to be conveyed by the cost of the Owner's fee Buyer. If title to all or 0) calendar days after was lost title in fee simple by y deed, as appropriate as of the date of filing rate based on 35 perces tax proration within terpolicable, to be paid by the installments due and un eller has not received to (RGES, INSURANCE, U)	thement fees shall have high case Seller AVFHA regulations and the Seller shall Policy of Title Insurpant of the parcels written notice therefuger forthwith, and transferable and transferable and of the sales prior of the sales prior (10) calendar day a Seller at closing, paid at the time of patice of future asset the sales prior of t	furnish a Co Seler is a County trans on the last and County trans the closing seale improved.	equally be no entire e commitment ler shall par on the pur yed is four sunable to ent shall be eneral warrid encumbration and	for a Title Insurance ay for the costs of the chase price. All other and defective and said obtain title insurance null and void. The chase between the chase price and said obtain title insurance null and void. The chase point is any deed at Seller's ances, but subject to a duplicate. If no tax any olved and land tax on 35 percent of the be paid by Seller. If a diply the Seller. Buyer alless noted adjustments/proration are contained.
Buyers I	nitials	Date		S	Sellers Initials		Date

any other charges. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN. 10. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of loss in the real estate and appurtenances shall be borne by Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed. Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such damage or destruction. Earnest money to be released pursuant to paragraph 17. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction. RESIDENTIAL PROPERTY DISCLOSURE FORM has been explained and (check applicable lines): X Buyer has reviewed and signed copy, attached Not available from Seller Contract is contingent upon Buyer review and signature within 24 hours of acceptance and Buyer retains 3 calendar days right of rescission HUD-EPA Lead Based Paint Disclosure (Not required for construction after December 31, 1977) X Has been signed, copy of which is attached. Buyer acknowledges receipt of pamphlet "Protect Your Family From Lead in Your Home" Not required by law Ohio Sex Offender Registration and Notification requires local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a 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 otherwise noted: 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, Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller, or any real estate agent involved in the transaction. INSPECTION: The subject property shall be delivered to Buyer in its present physical condition after examination by Buyer, such 12. conditions to survive transfer of title and possession. Buyer agrees to accept the property in its "AS IS" condition excepting that the Buyer shall be given reasonable access to the premises within 5 calendar days after acceptance of this agreement, for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a MAJOR ELEMENT INSPECTION of the premises as to roof, basement/foundation. structure (exterior and interior), plumbing, heating, cooling and electrical systems. Accredited inspector means a registered architect, professional engineer, contractor or professional home inspecting service. Failure of Buyer to cause inspection to be made calendar days from acceptance of this agreement shall be construed as a waiver by the Buyer and of his acceptance of the property in its "AS IS" condition without further repair obligation to anyone. Home Inspection: Buyer acknowledges an independent inspection is recommended. Buyer agrees to order inspection *Initial Buyer declines inspection *Initial. LIMITATION OF REMEDIES Should Buyer's accredited inspection(s) reveal a MAJOR DEFECT that would excuse performance, Buyer must notify Seller's agent in writing and provide a copy of the inspection report within three (3) days after Buyer's receipt of said report. Buyer shall establish the reasonable and necessary cost of repairing any defect revealed by the inspection report, by obtaining within five (5) business days of Buyer's receipt of said inspection report an estimate from a qualified licensed contractor regarding the reasonable and necessary repair cost. Buyer must notify Seller's agent in writing and provide a copy of the contractor's estimate within three (3) business days after Buyer's receipt of said estimate. Seller in turn, will give written notice within three (3) days that they will repair the defect, credit the buyer the cost of the repair, or explain that property is being sold "AS IS". Should no compromise be reached this agreement shall be void, the earnest money shall be refunded and all parties shall be mutually released from the contract. Buyer has the right to inspect the property prior to closing, and by accepting delivery of the deed at settlement, is accepting that the premises and contents were in satisfactory condition at the time of closing. A MAJOR DEFECT as used in this contract is defined as a defect in the roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems, well or septic with a reasonable and necessary repair cost of more than \$500 per major defect item. A defect which is disclosed on the Residential Property Disclosure Form or a defect which is an item of ordinary wear and tear are not major defects which would excuse performance. OTHER INSPECTIONS: Buyer shall have, at their expense, the opportunity to have the premises inspected for radon gas, termites, other wood-eating insects, mold and well within 5 calendar days of acceptance, with the same limitation of remedies as in Paragraph 13. Refer to the local Board of Health for specific requirements for well and septic inspections. Required governmental well and/or septic inspections shall be paid for by the Seller. See separate addendum if applicable. 15. SURVEY If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a survey is required for division of property or by county standards of conveyance, it is the Seller's Cost. CONDITIONS OF PROPERTY: Buyer has not relied upon any representation, warranties or statements about the property (including 16. but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that Real Estate Agents have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those issues. 17. HOME WARRANTY PLAN: _) Accepts Paid by (_____) Buyer None Plan:) Rejects) Seller

perform, or any contingency is not satisfied, the deposit shall be returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit shall be paid to Seller, which payment or the acceptance thereof, shall not in any way prejudice

Buyers Initials

Date

Date

18. **EARNEST MONEY:** Buyer has deposited with selling Broker the sum receipted for below, which shall be returned to Buyer if no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending institution. Upon acceptance of this contract by both parties, Broker shall deposit such amount into its trust account to be distributed as follows: (a) if Seller fails or refuses to

the rights of Seller or Broker(s) in any action for damages or specific performance. Disposition of the earnest money must be by signed written instructions by both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until 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 Buyer with no further notice to the Seller.

19. CONTRACT: Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations,

warranties or agreements shall not be valid and binding upon the parties unless reduced to writing and signed by both parties.

20. MISCELLANEOUS: Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions of this contract shall survive the closing. Parties acknowledge that Real Estate Agents may be entitled to additional compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either the singular or plural as indicated by the number of signatures hereto. FACSIMILE AND/OR EMAIL TRANSMISSIONS are an acceptable mode of communication in this transaction provided the facsimile and/or email is actually received during regular business hours or is preceded by a telephone call notifying the intended party that the facsimile and/or email is being transmitted..

21. **DURATION OF OFFER AND CLOSING:** This offer shall be open for acceptance until 6:30 PM

This contract shall be performed and this transaction closed within 45 calendar days after acceptance. Buyer and Seller must agree to an early closing in writing. Seller further agrees to pay the Brokerage fee per the listing contract and/or as amended in writing from the proceeds at closing.

22. POSSESSION: Seller shall deliver possession of the property to Buyer upon recording of new deed

23. SETTLEMENT STATEMENTS: The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to receive a copy of the settlement statement and authorize the escrow agent to provide each with a full and complete copy of the settlement statement.

IN WITNESS THEREOF, Seller and Buyer have signed this Agreement on the date or dates indicated below as to each.

Buyer (Signature)	Seller (Signature) Daniel G. Perry, Representative
Buyer (Signature)	Seller (Signature) Matthew F. Bodine, Representative
Street Address	Daniel: 6659 Edgecumbe Dr., Naples FL 34119 Street Address
City/State/Zip	Matthew: 8544 Hickory Hill Dr., Suite 2 City/State/Zip Poland, OH 44514
Phone	Daniel: Phone Matthew: Daniel: dperry@dgperry.com
Email Address	Matthew: matt@bodineandcompany.com Email Address
BUYER'S AGENT INFORMATION	LISTING AGENT INFORMATION
Real Estate Brokerage Firm	American Real Estate Specialists Real Estate Brokerage Firm
Office ID	1520 Office ID
Office Address	226 Boardman Canfield Rd., Youngstown, OH Office Address 44512-4805
Agent Name	Agent Name J. Paul Basinger, Broker
Agent License #	000322868 Agent License #
Phone	Cell: 330-540-6582 Phone
Email Address	jpaul@americanrespecialists.com