

AUCTION PURCHASE AGREEMENT

The undersigned in the County of			ed Seller hereby agre and legally descril			Mount Vernon Ave Toledo 43607	
							<u> </u>
total cash price o		_ and upon the followin	_				
\$ <u>5,000</u>		Earnest m	oney paid to Great	er Metropolita		with this offer and to be deposite	ed in the
¢			Metropolitan Tit f funds in cash at Clos		Trus	t Account upon acceptance.	
, <u> </u>				onig.			
\$ <u></u>		_	Purchase Price.				
Company LLC ("A amount Bid by Pu	uctioneer") and that the total C	ontract Purchase Price se	et forth above is, by a	greement and as o	disclosed prior to commenceme	Auction conducted this date by Pamela Ro int of the Auction, Ten Percent (10%) high ies not constitute Auctioneer or Pamela Ro	er than th
heating, cooling, security systems, [] refrigerators	plumbing and bathroom fixture garage door openers and contri	es, awnings, screens, storols, attached carpeting,	rm windows and doc and any of the items	ors, landscaping, di s that are checked	isposals, TV antennas, rotor con following: [] ranges and oven:	the following as are now on the Property throl units, built-in electronics wiring, smons [] dishwashers [s [] grates [] and irons; and all window to	oke alarm] gas gril
ALSO INCLUDED	Anything left in prop	erty at time of clo	osing.		<u> </u>		
NOT INCLUDED _							·
Purchaser, at Sel company showing defects, except fix coning regulation liquidated at clos Purchaser includi lender and/or closing settlemer 2. Delinquent tax and condominium assessments, cor any, are to be proposed for the pro	is or other improvements are measualty prior to delivery of the applete said purchase and to recenerewith; (b) terminate this age of either election shall be giver in ten (10) days after the Purchaction. I seller acknowledge and agree is ability to obtain financing. ACKNOWLEDGES INSPECTION REOF AND IS PURCHASING SASELLER THAT MAY BE REQUIRED IS ER EXPRESSLY ACKNOWLEDGES OF EITHER HAVE MADE ANY is segiven: [] at closing; []	ate of title prepared by a record in Seller free and concentrations of record, cinents and mortgages on a required by Purchaser so The parties hereby express' brokers, agents, and a ce of Closing. I delinquent homeowner be paid by Seller and the association fees and characterially damaged or dewarranty deed, Purchasive the proceeds of any reement and recover a by the Purchaser to the asser has received writted that this Agreement is NOF SAID PROPERTY AS IS." BY SECTION 5302.30 OF THAT NEITHER AUCTION WARRANTY OF ANY KINDPERTY. days (rent free) after (rents to be pro-rated aurchaser at closing), provements, lawn, shrubthanical equipment, in its mal and reasonable wearmal	a responsible title clear of all material ty ordinances and other liens to be shall be paid for by essly authorize any attorneys with the creation of the county attorneys with the creation of the county lien, mortgage stroyed by reason ser shall have the insurance payable all deposits made Seller, Auctioneer, en notice of such NOT CONTINGENT ND KNOWS THE EXCEPT FOR ANY THE OHIO REVISED LIEER NOR BROKER AND WHATSOEVER, were date of closing; as of closing date, st, trees, plumbing present condition or excepted. Seller	the date of the repairs or replitime of transfe 8. Seller agree sum shall be p 9. In the even the purchase of equitable rem 10. It is unders are binding in to be held on a 11. The term their obligation more than one 12. PURCHASI PRIOR TO EX REQUIRED BY PROPERTY DI. (C) IF A PRE ACKNOWLED UNDER TITLE 13. Seller and deposit/s set event of a defa Company, LLC and direction (c) if, within the parties hallegal action to Purchaser will in accordance thereunder. 14. Addit	e final readings in order to avoid accements of plumbing, gas or elements of the serior of utility services. It purchaser shall default in the of the property without default of the property of the person are purchasers, in whice the person are purchasers, in whice the person are purchaser as REQUIRIES 1978 RESIDENTIAL PROPER SCLOSURE FORM" AS REQUIRIES 1978 RESIDENTIAL PROPER SIMENT / LEAD-BASED PAINT AIR X; (D) AND A COPY OF THIS PURITY (D) AND A COPY OF THI	of transfer of possession and shall notify Politermination of utility service. Seller shall pectrical facilities required by the utility proventy of the property is located in the property is of the property is located in the State of the propert	pay for an vider at the ment, which fail to close all legal of erstanding and closing which cas rchasers" everal. OLLOWIN NSHIP", A ESIDENTIA G. LOCATED TION AN REQUIRE ement, the and that it pose Auction agreemer our to order to a court order to the total to the court order to the total court
created by Section	on 4707.25 of the Ohio Revised C	ode.				iy iiittiate a ciaiiii agaiiist the Auction Nett	overy run
This Purchase Ag	reement is entered this	day of			_ 20		
 Purchaser			_		Purchaser		
Printed Name/s o	of Purchaser		_		Purchaser's Address		
Purchaser's Phon	ne Number				Purchaser's Attorney		
Received Earnest	Deposit of \$	_	☐ Other		Ву		
This Offer To Pure	chase accepted this	day of		20		(date)	
Seller			_		Seller		
Printed Name/s o	of Seller		_		Seller's Address		—
Seller's Phone Nu	umber		_		Seller's Attorney		
Co Coor-#- C '	ling Prokes				Co Opposition Listing D. I		
Co-Operating Sel	o .	RECOMMEND PURCHA	SER RETAIN A COMP	ETENT ATTORNEY	Co-Operating Listing Broker TO EXAMINE THE EVIDENCE OF	TITLE.	



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.)

Pro	perty A	Address: <u>1707 Mount Vernon A</u>	venue, Toledo, OH 43607				
Buy	yer(s):						
Sell	ler(s):	Turbo Transit Express LLC, I	Donzell A Moore MBR				_
		I. TRANSACTION I	NVOLVING TWO AGE	NTS IN TWO DIF	FERENT BR	OKERAGES	_
The	buyer	will be represented by	AGENT(S)		, and	BROKERAGE	
The	seller	will be represented by	AGENT(S)		, and	BROKERAGE	_:
		II. TRANSACTI ents in the real estate brokerage both the buyer and the seller, ch	ON INVOLVING TWO		SAME BROK	KERAGE	
	form.			will be "dual agents,"	work(s) for which is furt		nis
	and _ on the	y agent in the brokerage represe e back of this form. As dual ag- dential information. Unless ind personal, family or business rel	will be working for bo ents they will maintain a no licated below, neither the a	oth the buyer and sell eutral position in the gent(s) nor the broke	ler as "dual ag transaction ar erage acting as	a dual agent in this transaction	
Age	ent(s)_	III. TRANSA	ACTION INVOLVING C	ONLY ONE REAL state brokerage	ESTATE AG		ill
	this for	ual agents" representing both p form. As dual agents they will r mation. Unless indicated below nal, family or business relations	maintain a neutral position and neither the agent(s) nor the	in the transaction and he brokerage acting a	d they will pro as a dual agent	otect all parties' confidential t in this transaction has a	of
		sent only the (<i>check one</i>) sell sent his/her own best interest.					to
			CO	NSENT			
) consent to the above relations acknowledge reading the inform					, I
	BUYER	/TENAN1	DATE	SELLER/LANDLORD		DATE	
	BUYER	/TENANT	DATE	SELLER/LANDLORD		DATE	

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:



Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



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Consumer Guide to Agency Relationships

We are pleased you have selected Pamela Rose Auction Company, LLC to help you with your real estate needs. Whether you are selling buying or leasing real estate, Pamela Rose Auction Company, LLC 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 their 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 that 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 Pamela Rose Auction Company, LLC

Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC 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. Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC has listed. In that instance Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC 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 Pamela Rose Auction Company, LLC will be representing your interests. When acting as a buyer's agent, Pamela Rose Auction Company, LLC 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, 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 representation 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 our Receipt of Agency Policy form, 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.





Receipt of Consumer Guide to Agency Relationships

I hereby acknowledge that I have received a copy of the Consumer Guide to Agency Relationships. Your signature below does not obligate you to work with Pamela Rose Auction Company, LLC.

1707 Mount Vernon Ave Toledo Ohio 43607	
Property Address	
☑ Buyer ☐ Seller	Date
□ Buyer □ Seller	Date
Agent - Pamela Rose Auction Company, LLC	Date

PURCHASER:

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.

residentia	l real estate.		and the second of the second o	
OWNER:	Donzell A Moore	dotloop verified 04/19/21 4:00 PM EDT WKHI-USZE-FZYS-HNRH	DATE: 04/19/2021	
OWNER:			DATE:	
<u>]</u>	RECEIPT AND AC	KNOWLEDGEMEN	T OF POTENTIAL PURCHASERS	
5302.30(C) purchase C Owner or closing; 2)	6). Pursuant to Ohio Revised contract for the property, you Owner's agent, provided th	d Code Section 5302.30(K), if to may rescind the purchase come document of rescission is descepted your offer; and 3) within	date this form but may do so according to Revised Code Section his form is not provided to you prior to the time you enter into a tract by delivering a signed and dated document of rescission to livered <u>prior</u> to all three of the following dates: 1) the date of n 3 business days following your receipt or your agent's receipt	
			nditions. Purchaser should exercise whatever due diligence 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.				
If concern Resources	ned about this issue, purch	naser assumes responsibility t	ns necessary with respect to abandoned underground mines. o obtain information from the Ohio Department of Natural nown abandoned underground mines on their website at	
	IENTS ARE MADE BAS		SISCLOSURE FORM AND UNDERSTAND THAT THE CTUAL KNOWLEDGE AS OF THE DATE SIGNED BY	
My/Our S	gnature below does not cons	titute approval of any disclosed	condition as represented herein by the owner.	
PURCHA	PURCHASER: DATE:			

DATE:

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

Lead Warning Statement

Property Address 1707 Mount Vernon Avenue, Toledo, OH 43607

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.

the	with any information on lead-based paint hazards from risk assessments the buyer of any known lead-based paint hazards. A risk assessment or recommended prior to purchase.				
Sell	Seller's Disclosure				
(a)	(a) Presence of lead-based paint and/or lead-based paint hazards (c	heck (i) or (ii) below):			
	(i) Known lead-based paint and/or lead-based paint (explain).	hazards are present in the housing			
	(ii) Seller has no knowledge of lead-based paint and/or	lead-based paint hazards in the housing.			
(b)	(b) Records and reports available to the seller (check (i) or (ii) below	v):			
	(i) Seller has provided the purchaser with all availa based paint and/or lead-based paint hazards in the ho	ousing (list documents below).			
	Seller has no reports or records pertaining to lead-base hazards in the housing.	d paint and/or lead-based paint			
Pur	Purchaser's Acknowledgment (initial)				
(c)	Purchaser has received copies of all information listed	l above.			
(d)	Purchaser has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> .				
(e)	(e) Purchaser has (check (i) or (ii) below):				
	(i) received a 10-day opportunity (or mutually agreed upon ment or inspection for the presence of lead-based pages	•			
((ii) waived the opportunity to conduct a risk assessmelad-based paint and/or lead-based paint hazards.	nent or inspection for the presence of			
Age (f)	Agent's Acknowledgment (initial) (f) OH OA/19/21 1-47 PM EDT OA/19/21 dotloop verified aware of his/her responsibility to ensure compliance				
Cer	Certification of Accuracy				
The info	The following parties have reviewed the information above and certifinformation they have provided is true and accurate.	y, to the best of their knowledge, that the			
Donze	dottoop verified				
Sell	Seller Date Seller	Date			
Dur	Purchaser Date Purchaser	Date			
	Carson Helminiak dottoop verified 04/19/21 1:47 PM EDT	Date			
Age	Agent Date Agent	Date			



EARNEST MONEY RELEASE AGREEMENT

Auction Purchase Agreement dated May 13th 2021	
on property located at 1707 Mount Vernon Ave Toledo O	hio 43607 is hereinafter referred to as the "APA", I,
We	Purchaser/s of said property hereby
authorize Greater Metropolitan Title	to release the Earnest Money deposit in
the amount of $\$^{\underline{5,000}}$ and to be released of	on the <u>21st</u> day after Acceptance, unless
Seller/s is in breach of the APA, as follows.	
Earnest Money deposit to be paid \$ 2,500	to the Seller/s and $$\underline{2,500}$ to Pamela Rose
Auction Company, LLC per the Listing Agreeme	ent on said property. This release, being entered into
by the undersigned parties, absolves Pamela	Rose Auction Company, LLC, Pamela Rose, and their
representatives and the undersigned parties fro	m any further liability in regards to the Earnest Money
deposit.	
Date	Date
Buyer	Seller
Buyer	Seller

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Updated: January 28, 2021