

A. Settlement Statement (HUD-1)

APPENDIX 3

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
G. Property Location:	H. Settlement Agent:	I. Settlement Date:
	Place of Settlement:	

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	
104.	
105.	
Adjustment for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments to	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	
200. Amount Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	
302. Less amounts paid by/for borrower (line 220)	()
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower	

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due to seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amounts due seller (line 520)	()
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges

700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
800. Items Payable in Connection with Loan					
801. Our origination charge	\$	(from GFE #1)			
802. Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803. Your adjusted origination charges		(from GFE #A)			
804. Appraisal fee to		(from GFE #3)			
805. Credit report to		(from GFE #3)			
806. Tax service to		(from GFE #3)			
807. Flood certification to		(from GFE #3)			
808.					
809.					
810.					
811.					
900. Items Required by Lender to be Paid in Advance					
901. Daily interest charges from	to	@ \$	/day	(from GFE #10)	
902. Mortgage insurance premium for	months to			(from GFE #3)	
903. Homeowner's insurance for	years to			(from GFE #11)	
904.					
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account				(from GFE #8)	
1002. Homeowner's insurance	months @ \$	per month \$			
1003. Mortgage insurance	months @ \$	per month \$			
1004. Property Taxes	months @ \$	per month \$			
1005.	months @ \$	per month \$			
1006.	months @ \$	per month \$			
1007. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance				(from GFE #4)	
1102. Settlement or closing fee	\$				
1103. Owner's title insurance				(from GFE #5)	
1104. Lender's title insurance	\$				
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$					
1107. Agent's portion of the total title insurance premium to	\$				
1108. Underwriter's portion of the total title insurance premium to	\$				
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	
1202. Deed \$	Mortgage \$	Release \$			
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps	Deed \$	Mortgage \$			
1205. State tax/stamps	Deed \$	Mortgage \$			
1206.					
1300. Additional Settlement Charges					
1301. Required services that you can shop for				(from GFE #6)	
1302.	\$				
1303.	\$				
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase	HUD-1 Line Number		
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	# 1203		

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201		
	#		
	#		
	#		
	#		
	#		
	#		
	#		
	Total		
Increase between GFE and HUD-1 Charges		\$	or %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001		
Daily interest charges \$ /day	# 901		
Homeowner's insurance	# 903		
	#		
	#		
	#		

Loan Terms

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of % The first change will be on and can change again every after Every change date, your interest rate can increase or decrease by % Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.
Even if you make payments on time, can your loan balance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> </div> </div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

PLEASE BE CERTAIN TO COMPLETE BOTH THE RESIDENTIAL WORK SHEET AND LISTING CONTRACT
SHADED AREAS MUST BE COMPLETED

IF MLS IS TO PROCESS THIS EXCLUSIVE RIGHT TO SELL LISTING CONTRACT FOR YOU, PLEASE COPY
AND SEND OR FAX (614) 416-0258 THIS BROKERAGE COPY TO MLS. THANK YOU.



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT RESIDENTIAL



Adopted by the Columbus & Central Ohio Regional Multiple Listing Service of the Columbus Board of REALTORS®, Inc.
Fax: (614) 416-0258

APPENDIX B

1. **APPOINTMENT OF REALTOR®:** In consideration of Brokerage's efforts to find a Buyer for Seller's Property, Brokerage submitting this Listing Contract to the Multiple Listing Service of the Columbus Board of REALTORS®, Inc. (MLS) and the Brokerage's payment of all costs incurred by the Brokerage in connection therewith, Seller hereby grants to Brokerage, the exclusive right commencing MONTH / DAY / YEAR through MONTH / DAY / YEAR, to sell or exchange the property known generally as _____ and more fully described on the above worksheet for the sum of \$_____ payable in cash at closing or for such other price or on such other terms and conditions to which Seller may consent in writing. Seller further agrees to delegate to listing agent the authority to appoint other licensees within the Brokerage to represent Seller's interest. If an appointment is made, Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.
2. **REALTOR®'S FEE AND COMPENSATION POLICY:** Seller hereby agrees to pay Brokerage a fee of _____ of the selling price of the Property if during the period of this Listing Contract 1) Seller's property is sold or exchanged by anyone of 2) Brokerage produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions. Seller hereby permits Brokerage to offer compensation and to compensate other Brokers as subagents (Yes) (No) or buyer Brokers (Yes) (No) from the fee paid.
3. **REALTOR®'S COOPERATION POLICY:** It is the policy of this company to cooperate with all other Brokerages unless believed NOT to be in the Seller's best interests. Such refusals to cooperate by the Brokerage must be included in the written disclosure of their Brokerage policy on agency relationships.
4. **COMPANY AGENCY POLICY:** Seller (Has) (Has Not) received Brokerage's written disclosure of their Brokerage's policy on agency relationships.
5. **PROTECTION PERIOD:** If a purchase agreement is signed before this Listing Contract expires, but the closing of the sale of the Property does not take place until after the original term or any extension of this Listing Contract, Seller's obligation to pay a fee as stated in this Listing Contract shall be extended to coincide with the closing date. In addition, such fee shall be paid if the Property is sold or exchanged within _____ days (Protection Period) after the expiration of this Listing Contract or any extension thereof to anyone with whom Brokerage has had negotiations prior to expiration, provided Seller has received notice in writing, including the names of the prospective Buyers, before or upon expiration of this listing contract or any extension thereof. However, Seller shall not be obligated to pay Brokerage such fee if Seller enters into a valid Listing Contract with another licensed real estate Brokerage during said Protection Period.
6. **SELLER'S COOPERATION:** Brokerage is authorized to place a "For Sale" sign on the Property and to remove all other "For Sale" signs and to actively market the Property. Brokerage and all Brokerages and salespersons authorized by Brokerage shall have access to the property at all reasonable times for the purpose of showing it.
7. **CONVEYANCE AND STATUS OF TITLE:** In the event of a sale or exchange, Seller hereby agrees to furnish satisfactory evidence of marketable title to the Property and to convey the Property by transferrable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate.
8. **DISCLOSURE:** If applicable, Seller agrees to provide Buyer with a completed Residential Property Disclosure Form as required by Ohio Revised Code §5302.30 unless excepted by law.
9. **MLS AUTHORITY:** Seller authorizes and directs Brokerage to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Brokerage is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Seller gives consent to other CBR Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and CBR MLS rules, through Internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither the MLS nor the Brokerage has responsibility or liability for the dissemination of such information. Seller warrants this Listing Contract and worksheet, to the best of Seller's knowledge, to be correct and accurate.
10. **USE OF LOCKBOX:** (Check one) Seller (authorizes) (does NOT authorize) utilization of a lockbox system. In this regard, Seller has been informed that through the use of a lockbox system the property may be more readily shown to prospective Buyers, but personal property on the property may, therefore, be more susceptible to theft or damage. Seller agrees that the lockbox, if utilized, will be for the benefit of Seller and releases Brokerage and those working by or through Brokerage, and Brokerage(s) local Board(s)/Association(s) of REALTORS® from all liability and responsibility in connection with any loss that may occur. Brokerage advises and requests Seller to safeguard or remove any valuables now located on the property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the property, Seller should notify the tenant in writing of the use of a lockbox.

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SHADED AREAS MUST BE COMPLETED

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11. FAIR HOUSING: 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 or 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.

12. AMENDMENTS: This is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. Further conditions: _____

13. SIGNATURE(S)/REMARKS:

Remarks _____

_____ed this _____ day of _____ 20_____

Accepted _____ Brokerage
By _____ Salesperson

Signature _____
of { _____
Owner(s) { _____

Address _____
City _____ State _____ Zip _____
Telephone _____

Chapter 5313 of the Ohio Revised Code contains additional rights and obligations of a Seller and a Buyer under a Land Installment Contract other than those set forth in this Land Installment Contract. Before signing this Land Installment Contract, it is recommended that Seller and Buyer each consult with legal counsel.

LAND INSTALLMENT CONTRACT

(identify marital status), hereinafter called "Seller", whether one or more than one, agrees to sell to _____, hereinafter called "Buyer", whether one or more than one, and Buyer agrees to purchase, upon the following terms and conditions, the real estate improvements, fixtures, and appurtenances known as _____, the legal description of which is as follows (the "Premises"):
Situating in the State of Ohio, County of _____, and _____, and being further described as follows: _____

§1. Purchase Price and Payment. Buyer shall pay Seller for the Premises the Purchase Price, including all fees and charges for services, of \$ _____. The Purchase Price shall be payable as follows:

- Upon Buyer's execution of this Contract, Buyer shall pay the sum of \$ _____ as a down payment for the Purchase Price, subject to such adjustments, prorations and credits as provided for hereinafter.
- The remaining principal balance of the Purchase Price (\$ _____), together with accrued interest on the declining unpaid balance at the rate of _____% per annum from the date hereof, shall be paid in consecutive monthly installments of \$ _____ or more, beginning on the _____ day of _____, 199____, and continuing on the same day of each subsequent month until said balance and accrued interest are paid in full; provided, however, that unless sooner paid the remaining unpaid principal balance and all accrued interest shall be due and payable on or before _____.
- The unpaid principal balance on which interest shall accrue shall be adjusted monthly. If Buyer fails to make any installment due under this Contract within 10 days of its due date, a late charge of _____% of such payment shall be charged Buyer.
- Monthly installments due hereunder shall be paid to Seller at the address set forth below Seller's signature or at such other address as Seller may from time to time designate.

§2. Possession. Buyer shall have exclusive possession of the Premises commencing on _____ and continuing thereafter so long as Buyer is not in default under this Contract.

§3. Real Estate Taxes and Assessments. Buyer shall pay all real estate taxes and assessments becoming due or payable from or after the date of this Contract.

§4. Utilities. Buyer shall pay for all charges incurred for all utility services used or consumed at the Premises from and after the date possession is given to Buyer.

§5. Indemnity and Insurance; Escrow Accounts. From and after the date of this Contract, Buyer shall indemnify Seller for, defend Seller against, and hold Seller harmless from any liability, loss, cost, injury, damage, or other expense that may occur or may be claimed by or with respect to any person or property on or about the Premises resulting from the use, misuse, possession, occupancy, or nonoccupancy of the Premises by Buyer or Buyer's agents, employees, licensees, invitees, or guests. Buyer has examined the Premises and is relying solely upon such examination with respect to the condition, character and size of the land, improvements and fixtures, if any, constituting the Premises.

At Buyer's own cost and expense, Buyer shall obtain and maintain in full force and effect at all times during the continuance of this Contract: (a) comprehensive liability insurance for bodily injury or death to any person or persons, and property damage insurance, in such amounts as Seller reasonably deems necessary; and (b) fire and extended coverage insurance in an amount sufficient to prevent Seller from being a co-insured under said policy of insurance, but in no event less than the unpaid balance due under this Contract.

Seller and Buyer shall both be named as insured parties in the insurance policies required above, as their interests appear, and, at Seller's request, Buyer shall obtain a standard mortgagee's endorsement for the protection of Seller's mortgagee. Each policy shall provide for written notice to Seller and Seller's mortgagee, if applicable, at least 30 days prior to any cancellation, modification, or lapse thereof. Buyer shall furnish Seller and Seller's mortgagee, if applicable, with memorandum copies of such insurance policies upon Seller's execution of this Contract.

Seller, at Seller's option, may obtain and maintain the fire and extended insurance policy noted in this §5 (a copy of which shall be delivered to Buyer) and may pay directly the real estate taxes and assessments noted in §3, above, in which event Buyer shall pay to Seller, within 15 days after Seller notifies Buyer in writing of the amount of the same, the amount of such real estate taxes and insurance premiums. If Seller's mortgagee pays the real estate taxes and/or insurance premiums on behalf of Seller, Buyer shall pay, in addition to and at the same time as monthly installments are due Seller under this Contract, the monthly amount payable by Seller to Seller's mortgagee, as such amounts may be adjusted from time to time by Seller's mortgagee.

§6. Maintenance and Repairs; Use. Buyer shall maintain and repair the Premises in as good condition and state of repair as the Premises are in as of the date of this Contract, reasonable wear and tear excepted. Buyer shall not make any alterations, additions or improvements to the Premises without the prior written consent of Seller, which consent shall not be unreasonably withheld, nor shall Buyer commit any waste to the Premises. Seller shall have the right, upon at least 24 hours notice to Buyer, to enter upon and inspect the Premises at all reasonable times during the continuance of this Contract. Buyer shall promptly notify Seller in writing of any damage to the Premises which exceeds the amount of the insurance deductible. In the event of a fire or other casualty, and to the extent permitted by any mortgagee of the Premises, insurance proceeds shall be utilized to restore and repair the Premises. Buyer shall not create, permit, or suffer any liens or encumbrances against the Premises, except the lien of current taxes and installments and assessments not yet due and payable.

§7. Damage and Destruction; Eminent Domain. From and after the date of Seller's execution of this Contract, neither the destruction of or damage to the Premises, whether from fire or other cause, nor the taking of the Premises or any portion thereof in appropriation proceedings or by the right of eminent domain or by the threat of the same, shall release Buyer from any of Buyer's obligations under this Contract; provided, however, that any awards made for a taking of the Premises shall belong to Seller up to the amount of the unpaid balance of the Purchase Price and accrued interest to the date of such taking, and the amount of such award paid to Seller, or to Seller's mortgagee on behalf of Seller, shall be credited as payments under this Contract. Any excess

§8. Seller's Mortgage; Encumbrances. Seller shall pay any mortgage now encumbering or hereafter placed on the Premises by Seller in accordance with the terms thereof. If Seller is in default under any such mortgage, then Buyer may cure such default, and all sums so paid by Buyer shall be credited by Seller as payments under this Contract.

The Premises are presently subject to the following encumbrances: zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record; the lien of real estate taxes and assessments not yet due and payable; and (none, if nothing stated).

§9. Completion of Contract and Transfer of Premises. When the Purchase Price and all other amounts to be paid by Buyer pursuant to this Contract are fully paid, Seller shall convey the Premises to Buyer by transferable and recordable general warranty deed with release of dower, if required (or executor's or trustee's deed if appropriate), warranting good and marketable fee simple title to the Premises, free and clear of all liens and encumbrances whatsoever, except for the following: those which have been created or assumed by Buyer; zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the present lawful use of the Premises; and the lien of real estate taxes and assessments not then due and payable.

§10. Title Evidence. Buyer acknowledges that Seller has, at Seller's expense, provided either an abstract of title or an owner's (land contract vendee's) title insurance commitment (with policy premium prepaid) in the amount of the Purchase Price, showing in Seller marketable title in fee simple, free and clear of all liens and encumbrances except those created by or assumed by Buyer and those referred to in §8, above. If an abstract was provided, Buyer shall deliver the abstract back to Seller upon execution hereof to be kept by Seller until returned to Buyer prior to delivery of the deed. The title evidence provided by Seller under this §10 satisfies all of Seller's obligations to Buyer with respect to title evidence.

§11. Assignment. Buyer shall not assign, encumber or transfer Buyer's interest under this Contract without the prior written consent of Seller.

§12. Buyer's Default. The entire unpaid balance of the Purchase Price, together with all unpaid and accrued interest and all other charges payable under this Contract, shall at Seller's option become immediately due and payable: (1) if Buyer fails to make any payment within 30 days after it becomes due; (2) if Buyer fails to observe or perform any other provision, covenant or condition required of Buyer within 30 days after Seller gives notice to Buyer of Buyer's failure to observe or perform said provision, covenant or condition; (3) if Buyer abandons the Premises during the continuance of this Contract; (4) if an order for relief under any bankruptcy laws of the United States is issued naming Buyer as debtor or if Buyer makes an assignment for the benefit of creditors or enters into a composition agreement with Buyer's creditors; (5) if the interest of Buyer in the Premises is attached, levied upon, or seized by legal process; (6) if a trustee, receiver or liquidator is appointed on behalf of Buyer; or (7) if this Contract is assigned in violation of its terms or is terminated by operation of law. In any of such events Seller may, upon notice to Buyer as required by law, initiate proceedings for the foreclosure or forfeiture of Buyer's interests in this Contract and in the Premises.

§13. Nonwaiver; Right to Cure Defaults; Remedies. Neither the failure by Seller to exercise any of Seller's options hereunder, nor Seller's failure to enforce Seller's rights or seek Seller's remedies upon any default, nor acceptance by Seller of any payments occurring before or after any default shall effect or constitute a waiver of Seller's rights to exercise such option, to enforce such rights or to seek such remedy with respect to that default or to any prior or subsequent default.

If Buyer fails to pay by their respective due dates any charges or other obligations to be paid pursuant to the terms hereof, or fails to perform any other duties which Buyer is required to perform hereunder, then Seller, at Seller's option, may do so and the amount of any such expenditure by Seller, plus accrued interest at the rate of _____% per annum from the time such expenditure is made until reimbursed, shall immediately become due and payable to Seller.

The remedies provided in this Contract shall be cumulative and shall not in any way abridge, modify or preclude any other right or remedies to which Seller is entitled at law or in equity.

§14. Miscellaneous.

- (a) As used herein the term "Seller" and "Buyer" include, respectively, all persons signing this Contract in the capacity so stated and his, hers or its respective heirs, successors, and assigns, and all obligations of each party herein are joint and several.
- (b) This Contract shall be governed by the laws of the State of Ohio, and, if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remaining provisions of this Contract.
- (c) Seller shall cause this Contract to be recorded within 20 days after it has been fully executed.
- (d) Pending orders of any public agency against the Premises are as follows: (none, if nothing stated)

- (e) If this Contract is entered into pursuant to a real estate purchase contract, the term "closing" when used in said purchase contract shall for all purposes be defined as the date of execution of this Contract. If there are inconsistencies between the terms of the purchase contract and the terms of this Contract, the terms of this Contract shall prevail.
- (f) Additional provisions:

IN WITNESS WHEREOF, the parties to this Contract and their spouses have hereunto set their hands to duplicate counterparts of this contract as of the day and year indicated below.

Signed and acknowledged in the presence of:

SELLER

Dated: _____

Address: _____

Dated: _____

Address: _____

BUYER

Dated: _____

Address: _____

Dated: _____

Address: _____

STATE OF OHIO

COUNTY OF _____, SS:

On this _____ day of _____, 199____, before me, a Notary Public in and for said State, personally appeared the above named _____, Seller, who acknowledged the signing of the foregoing instrument and that the same is Seller's free act and deed.

Notary Public

STATE OF OHIO

COUNTY OF _____, SS:

On this _____ day of _____, 199____, before me, a Notary Public in and for said State, personally appeared the above named _____, Buyer, who acknowledged the signing of the foregoing instrument and that the same is Buyer's free act and deed.

Notary Public

This instrument prepared by _____, attorney at law.

App. 6

NOTICE TO LEAVE THE PREMISES

(For Residential Property Only)

TO: _____ Tenant:

You will please notice that I want you, on or before _____
_____ to leave the premises you now occupy, and which you have rented of _____
_____ situated and described as follows:

in _____, County of Franklin, and the State of Ohio.

REASONS:

YOU ARE BEING ASKED TO LEAVE THE PREMISES. IF YOU DO NOT LEAVE, AN EVICTION ACTION MAY BE INITIATED AGAINST YOU. IF YOU ARE IN DOUBT REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS AS A TENANT, IT IS RECOMMENDED THAT YOU SEEK LEGAL ASSISTANCE.

_____, Landlord

Landlord's Address _____

Dated: _____

NOTICE TO LEAVE PREMISES

VS.

MEMORANDUM

On the _____ day of _____,

2011, I served the within notice on the within

named _____

by furnishing a written copy thereof.¹

¹ 1. Write in method of service

- A) By certified mail, return receipt requested
- B) By handing a copy to defendant in person
- C) By leaving it at his/her usual place of abode
- D) By leaving it at the premises from which he/she is to be evicted.

The notice should be served on the defendant personally if he/she can be conveniently found.

IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO

App. 7

(Landlord)
address

Case No.:

Plaintiff,

Judge:

vs.

(Tenant)
address

and

UNKNOWN OCCUPANT(S)
(address)

Defendants.

COMPLAINT

Now comes the plaintiff and for its complaint states as follows:

First Cause of Action

1. Plaintiff is the owner of the residential premises known as (address). .
2. Since on or about the (date) , defendant has unlawfully and forcibly detained from plaintiff possession of the above-described premises.
3. On the (date) , plaintiff duly served defendant with a written legal notice to leave the premises, known as a three-day notice to vacate, on or before (date). A copy of said notice is attached hereto and made a part hereof as Exhibit "A". The

defendant has failed to abide by the notice to leave and still unlawfully and forcibly occupies the subject premises.

Second Cause of Action

4. Plaintiff incorporates the allegations set forth in the First Cause of Action as if fully rewritten herein.

5. Plaintiff alleges that defendant is indebted to it in the sum of \$ _____ for rent for the months of (dates), 2019 plus \$ _____ late fee _____ for every month he/she occupies the premises until defendant vacates the apartment and, tenant's share of the utility bills incurred during his/her occupancy of the subject premises, which so far are \$ _____ in water bills for (dates) 2019, and continuing until Tenant vacates the property. (See attached Exhibit "B" for itemization).

6. During the occupancy of the premises by defendant, he/ she has or may have caused damage to the premises, and plaintiff hereby seeks recovery of damages in the amount to be determined.

WHEREFORE, plaintiff demands process and restitution of the premises and judgment against defendant in the sum of \$ _____, representing rent owed for, (dates) 2019, and continuing until tenant vacates the property, plus (\$25.00 per month late fees for (date) 2019 through (date)t, 2019 and continuing until Tenant vacates the property), together with Tenant's share of the utility bills, plus any proven damage or destruction to the premises, reasonable attorneys fees, interest and costs.

Respectfully submitted,

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CAF INSTR FOR SERVICE

FRANKLIN COUNTY MUNICIPAL COURT **CASE NO:** _____

INSTRUCTIONS FOR SERVICE OF SUMMONS

To: Clerk, Franklin County Municipal Court, please issue summons for:

Personal Service ☐ Residence Service ☐ Certified Mail ☐ Ordinary Mail ☐

Other: _____

On the defendant(s) as listed below, in the instructions to server.

DATE: _____ (Signed) _____
Signature of Requesting Party

To: _____ (Server)

You are instructed to make:

Personal Service ☐ Residence Service ☐ Certified Mail ☐ Ordinary Mail ☐

Upon the following defendant(s) and at the address(s) listed below:

Special instructions for server:

WAIVER OF NOTIFICATION
AND
INSTRUCTIONS TO CLERK

FRANKLIN COUNTY MUNICIPAL COURT
CIVIL DIVISION, THIRD FLOOR
375 SOUTH HIGH STREET, COLUMBUS, OHIO 43215

INSTRUCTIONS TO CLERK

.....
VS.
.....

CASE #: M..... CV.....

IF SERVICE OF PROCESS BY CERTIFIED MAIL IS RETURNED BY THE POSTAL AUTHORITIES WITH AN ENDORSEMENT OF "REFUSED" OR "UNCLAIMED" AND IF THE CERTIFICATE OF MAILING CAN BE DEEMED COMPLETE NOT LESS THAN SEVEN (7) DAYS BEFORE ANY SCHEDULED HEARING, THE UNDERSIGNED WAIVES NOTICE OF THE FAILURE OF SERVICE BY THE CLERK AND REQUESTS ORDINARY MAIL SERVICE IN ACCORDANCE WITH CIVIL RULE 4.6 (C) OR (D) AND O.R.C. 1923.06.

ATTORNEY OF RECORD (TYPE OR PRINT)

ATTORNEY OHIO SUPREME COURT NUMBER

DATE: _____ ATTORNEY'S SIGNATURE _____

WAIVER OF NOTIFICATION
AND
INSTRUCTIONS TO CLERK

FRANKLIN COUNTY MUNICIPAL COURT
CIVIL DIVISION, THIRD FLOOR
375 SOUTH HIGH STREET, COLUMBUS, OHIO 43215

INSTRUCTIONS TO CLERK

.....
VS.
.....

CASE #: M..... CV.....

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ATTORNEY OF RECORD (TYPE OR PRINT)

ATTORNEY OHIO SUPREME COURT NUMBER

DATE: _____ ATTORNEY'S SIGNATURE _____

NEW CIVIL CASE FILING

LORI M TYACK, CLERK

FRANKLIN COUNTY MUNICIPAL COURT

THIS COVER SHEET MUST BE COMPLETED FOR ALL NEW CASE FILINGS

(Please check all that apply)

CASE TYPE

_____	"E"	Personal Injury/Property Damage	\$123.00
_____	"F"	Contracts/Notes/Accounts	\$123.00
_____	"F"	Cognovit	\$123.00
_____	"H"	12 Point / FRA Non-Compliance Petitions	\$123.00
_____	"H"	BMV Reinstatement Plan	\$ 20.00
_____	"H"	Certificate of Judgment	\$ 84.00
_____	"H"	Declaratory Judgment	\$123.00
_____	"I"	Small Claims	\$ 78.00
_____	"P"	Parking Violations Bureau Petition	\$123.00
_____	"CV_"	Change of Venue	\$ 97.00
_____	"EV_"	Civil Environmental	\$123.00

NOTE: THE ABOVE FILING FEES INCLUDE SERVICE FOR UP TO 3 DEFENDANTS AND/OR ADDRESSES ISSUING ONE (1) TYPE OF SERVICE. ADDITIONAL DEFENDANTS AND/OR ADDRESSES, AND/OR MORE THAN (1) TYPE OF SERVICE REQUESTED WILL BE CHARGED ADDITIONAL SERVICE FEES BASED ON THE CURRENT COURT FEE SCHEDULE.

Service Type:

- _____ Certified Mail
_____ Bailiff Service (Instructions must be filled out)
_____ Process Server (This option must include additional \$3.00 & Approval Entry)
_____ Other (Instructions must be filled out)
_____ Waiver of Notification of Failure (Form CV-81 MUST be completed)

EVICTIONS

CASE TYPE

_____	"G"	F.E.D. 1 Cause of Action (EVICTION ONLY)	\$123.00
_____	"G"	F.E.D. 2 Causes of Action (EVICTION WITH MONEY)	\$160.00

NOTE: THE ABOVE FILING FEES INCLUDE ORDINARY MAIL SERVICE PLUS ONE OF THE CHOICES BELOW FOR UP TO 3 DEFENDANTS AND/OR ADDRESSES. REQUESTS FOR ADDITIONAL DEFENDANTS AND/OR ADDRESSES WILL BE CHARGED ADDITIONAL SERVICE FEES BASED ON THE CURRENT COURT FEE SCHEDULE.

ORDINARY MAIL SERVICE +		1 Cause	2 Cause
_____	Bailiff Service (Instructions must be filled out)	\$123.00	\$160.00
_____	Certified Mail (Must be signed for to perfect service)	\$123.00	\$160.00
_____	Process Server (Must include Approval Entry)	\$126.00	\$163.00

Signature of filing Party: _____

Phone Number (optional): _____

Provision of phone number may assist the court if problems are encountered

PLEASE PRESENT COMPLETED FORM WITH ORIGINAL & SERVICE COPIES TO CASHIER. MAKE CHECKS OR MONEY ORDERS PAYABLE TO "FRANKLIN COUNTY MUNICIPAL COURT" or "FCMC"

Rev 3/20/19

App. 11

**FRANKLIN COUNTY MUNICIPAL COURT CLERK
CIVIL DIVISION - 3RD FLOOR
375 SOUTH HIGH STREET
COLUMBUS, OHIO 43215**

THE EVICTION FILING PROCESS

Only the deeded property owner can sign and file an *Eviction Complaint* without an attorney. All other *Eviction Complaints* must be signed and filed by an attorney on behalf of the owner or property management company. Corporations, Limited Liability Companies (LLCs), and Trusts must be represented by an attorney at all stages of the eviction process, including filing the complaint seeking eviction and appearing in Court. A person is not permitted to use a power of attorney to represent another person in Court. For questions about legally filing and pursuing an eviction action, consult with an attorney.

When filing the action, file an original *Eviction Complaint* with a copy of the *Notice to Leave the Premises*¹ that has been served on the defendant(s)/tenant(s) attached. You can obtain these two forms at a legal supply store, law library or online. It is the filing party's responsibility to make sure the forms used comply with the requirements of Ohio law, including R.C. 1923.04 and 1923.05.

TO FILE THE EVICTION CASE, YOU WILL NEED:

- Copy of the *Notice to Leave the Premises* previously served on the defendant(s)/tenant(s)
- Original *Eviction Complaint* filled out clearly and legibly.
- Accurate and complete information in the caption and the body of the *Eviction Complaint*. Make sure you:
 - ▶ Spell the name of the defendant(s)/tenant(s) correctly; and
 - ▶ Include complete addresses for the property and the location where the defendant(s)/tenant(s) will be served. A complete address must include the number, street name (including whether it is a street, avenue, boulevard, etc., whether it includes a north, south, east or west designation), any apartment or unit number or letter, and an accurate zip code.
- Two additional copies of the *Eviction Complaint* and all attachments for each defendant/tenant that you are evicting.
- \$123.00 filing fee for 1 Cause of Action (Eviction only)
- \$160.00 filing fee for 2 Causes of Action (Eviction with money)
 - ▶ Additional filing fees apply for more than 3 defendants or additional types of service

The hearing on the eviction will be scheduled from fourteen to twenty-one days from the date of filing, depending on the type of service you request.

PLEASE NOTE:

COURT EMPLOYEES ARE NOT PERMITTED TO GIVE YOU LEGAL ADVICE.

If you have any additional concerns or questions, you should consult an attorney. You can contact the Columbus Bar Association Lawyer Referral Service at (614) 221-0754 to locate an attorney.

¹ In Ohio, the *Notice to Leave the Premises* for residential property must contain the following paragraph boldly and conspicuously:

You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.

FRANKLIN COUNTY MUNICIPAL COURT
LORI M TYACK, CLERK
ACCOUNTING/FINANCE DIVISION
375 SOUTH HIGH STREET, COLUMBUS, OHIO 43215
614-645-7223

	<u>1 Cause</u>	<u>2 Cause</u>
EVICTON (CERT MAIL <u>OR</u> BAILIFF) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$123.00	\$160.00
EVICTON WITH PROCESS SERVER (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$126.00	\$163.00
EVICTON (CERT MAIL <u>AND</u> BAILIFF) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	ADDITIONAL \$6.00 PER DEFENDANT	
EVICTON (CERT MAIL, BAILIFF <u>AND</u> PROCESS SERVER) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	ADDITIONAL \$9.00 PER DEFENDANT	
NOTE: ORDINARY MAIL IS ISSUED IN ALL EVICTON CASES SEE COSTS BELOW FOR ADDITIONAL DEFENDANTS OR ADDRESSES		
CIVIL CASES (CERT MAIL <u>OR</u> BAILIFF) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$123.00	
CIVIL CASES WITH PROCESS SERVER (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$126.00	
SMALL CLAIMS (CERT MAIL <u>OR</u> BAILIFF) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$78.00	
SEE COSTS BELOW FOR ADDITIONAL DEFENDANTS OR ADDRESSES		
****When filing new civil cases you must include the original complaint for the file and a copy for each defendant listed in the case. If you are requesting dual service you will need a copy for each defendant for each type of service requested.		
****When filing eviction cases you must include the original complaint for the file and two copies for each defendant. If you are filing bailiff service <u>and</u> certified mail, you must include the original complaint and three copies for each defendant. If you are filing bailiff service, certified mail <u>and</u> process server, you must include the original complaint and four copies for each defendant.		
CERTIFICATE OF JUDGMENT FILED (transfer from another county after judgment)	\$84.00	
CHANGE OF VENUE (transfer from another court prior to judgment) (UP TO 3 DEFENDANTS AND/OR ADDRESSES)	\$97.00	
TRANSFER FROM SMALL CLAIMS TO CIVIL DOCKET	\$45.00	
ADDITIONAL SERVICE FEES		
REGISTERED MAIL	\$30.00	
PERSONAL/RESIDENCE SERVICE	\$25.00	
CERTIFIED MAIL	\$6.00	
ORDINARY MAIL	\$3.00	
SHERIFF SERVICE	\$41.00	(INCLUDES \$35.00 DEPOSIT FOR SHERIFF FEES)
PUBLICATION	\$10.00 + AMT EQUAL TO CURRENT MINIMUM RATE TO BE PAID DIRECTLY TO MEDIA SOURCE	
SECRETARY OF STATE	\$25.00 BAILIFF SERVICE & \$6.00 CERTIFIED MAIL TO DEFENDANT	
EXPRESS MAIL	\$20.75	
JURY DEMAND (Includes \$500 deposit to cover jury costs)	\$510.00	

Additional fees on back page

SUBPOENA	\$5.00
W/bailiff service	\$30.00 + witness fee
Witness fee – ½ DAY	\$6.00 + \$0.50 PER MILE ROUND TRIP
Witness fee – FULL DAY	\$12.00 + \$0.50 PER MILE ROUND TRIP
W/out of county sheriff service	\$46.00 + separate check payable to witness for witness fee (.50 Per Mile Round Trip) (Includes \$35.00 deposit for sheriff fees)
****Subpoena filed for service by the bailiff/sheriff requires original + copy, one for service and one for the file.	
Subpoena filed for service on a law enforcement officer requires original + two copies	
BOOKS-N-RECORDS SUBPOENA	\$30.00
WRIT OF REPLEVIN	\$35.00 (includes in county service)
WRIT OF EXECUTION	\$35.00 (includes in county service)
Deposit required for <u>each</u> motor vehicle	\$800.00
SEE NOTE BELOW CONCERNING APPRAISER FEES	
WRIT OF RESTITUTION (red tagging)	\$35.00 (includes in county service)
SET OUT (under supervision of a bailiff)	\$45.00
SPECIAL PROCESS SERVER	\$3.00
CERTIFICATE OF JUDGEMENT PREPARATION	\$10.00
REVIVOR OF JUDGEMENT	\$30.00
(UP TO 3 DEFENDANTS AND/OR ADDRESSES)	
DOCKET TRANSCRIPT PREPARATION	\$20.00
EXEMPLIFIED COPY OF THE DOCKET	\$20.00
NOTICE OF APPEALS DOCUMENTS	\$50.00
NON-WAGE GARNISHMENT (includes in county service)	\$40.00 + \$1.00 check or money order payable to garnishee
WAGE GARNISHMENT	\$85.00 (includes in county service)
JUDGMENT DEBTOR EXAM	
W/ord mail service	\$8.00
W/cert mail service	\$11.00
W/bailiff service	\$30.00 (includes in county service)
W/sheriff service	\$46.00
W/process server	\$8.00
CAPIAS ORDER	\$30.00 (includes in county service)
CAPIAS WARRANT	\$10.00
ANNUAL PROCESS SERVER FEE	\$25.00
MARRIAGE FEE	\$25.00
RETURNED CHECK FEE	\$25.00
APPLICATION FOR TRUSTEESHIP	\$30.00 + \$6.00 for each creditor listed
POST JUDGMENT MOTION	\$20.00

(NOT OTHERWISE SPECIFIED IN LOCAL COURT RULE 13.9)

OBJECTION TO MAGISTRATE'S DECISION	\$20.00
AMENDED COMPLAINT	\$20.00 + SERVICE FEE(S)
THIRD PARTY COMPLAINT	\$20.00 + SERVICE FEE(S)
CROSS CLAIM/COUNTERCLAIM	\$20.00 + SERVICE FEE(S) IF REQUESTED
ORDER TO SHOW CAUSE	\$50.00 (includes in county service)
ASSIGNMENT OF JUDGMENTS	\$20.00

APPRAISER FEES IN PROPERTY ATTACHMENTS/REPLEVINS AND FEES FOR SERVICE BY PUBLICATION ARE NOT PAID TO THE FRANKLIN COUNTY MUNICIPAL COURT. FOR INFORMATION ON WHERE TO PAY THESE FEES PLEASE REFER TO THE ISSUING DESK IN THE CIVIL DIVISION 645-8076.

ANY INFORMATION REGARDING THE FEE SCHEDULE PLEASE CALL THE ACCOUNTING/FINANCE DIVISION 645-7223.

CIVIL DIVISION GENERAL INFORMATION (614) 645-7220.

PLEASE SEND A SELF-ADDRESSED ENVELOPE FOR ANY INQUIRIES.

(Rev 3/20/2019)

FRANKLIN COUNTY MUNICIPAL COURT
COLUMBUS, OHIO

App-12

MEGA PROPERTIES LLC

Plaintiff(s)

v.

Case No. 2019 CVG

Defendant(s)

Filed
Franklin Co. Municipal Court

AUG 29 2019

By Lori M. Tyack, Clerk
Deputy Clerk

MAGISTRATE'S DECISION

Plaintiff(s) represented by WEISS, EUGENE

Defendant(s) represented by _____

✓ Case called for trial at 9:53 a.m. Plaintiff appeared. Defendant(s) failed to appear. Based on the evidence presented, the Magistrate finds that the Notice to Vacate conforms to R.C. 1923.04 and was properly served, and that plaintiff has proven non-payment of rent and the allegations set forth in the complaint by a preponderance of the evidence. Judgment for plaintiff for restitution of the premises and costs.

Case called for trial. Plaintiff and defendant(s) _____ appeared. Based on the evidence presented, the magistrate finds that the Notice to Vacate conforms to R.C. 1923.04 and was properly served, and that plaintiff has proven non-payment of rent and allegations set forth in the complaint by a preponderance of the evidence. Judgment for plaintiff for restitution of the premises and costs.

Case called for trial at _____ a.m. No one appeared. The (first cause) (case) is dismissed at plaintiff's costs.

Case called for trial at _____ a.m. Defendant(s) _____ appeared. The (first cause) (case) is dismissed at plaintiff's costs.

Reassign for service as to defendant(s) _____

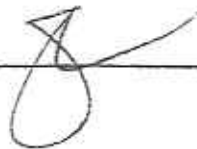
Based on information supplied by plaintiff, the (first cause) (case) is dismissed without prejudice.

5 MONTHS

A party shall not assign as error on appeal the court's adoption of any finding of fact or conclusion of law contained in this decision unless the party timely and specifically objects to that finding or conclusion. Civ. R. 53(D)(3)

August 29, 2019

Date



Magistrate

FRANKLIN COUNTY MUNICIPAL COURT
COLUMBUS, OHIO

MEGA PROPERTIES LLC

Plaintiff(s)

/ WEISS, EUGENE

Attorney(s)

v.

Case No. 2019 CVG

Defendant(s)

Attorney(s)

JUDGMENT ENTRY

In accordance with Civil Rule 53, the court hereby adopts the Magistrate's Decision filed this date and enters judgment herein.

The Magistrate's Decision is rejected/modified as follows:

It is, therefore, Ordered, Adjudged and Decreed that final judgment be granted as follows:

- ☒ Judgment for plaintiff for restitution of the premises, and court costs;
- ☐ Judgment for defendant, plaintiff's (first cause of action)(complaint) dismissed at plaintiff's cost;
- ☐ Case dismissed without prejudice at plaintiff's costs.
- ☐ Other: _____

Pursuant to Rules 53(D)(1) and 58 of the Ohio Rules of Civil Procedure, the Court hereby directs the Clerk of Franklin County Municipal Court to serve on all parties a copy of the decision of the Magistrate and notice of this judgment and its date of entry on the journal.

August 29, 2019

Date

Judge