Form No. 9600-040

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

Lead Warning Statement

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

	paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
	Property Address 3709 Condit Rd Sunbury Oh, 43074
	Seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below): (i) Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:
), io	Seller has no knowledge of lead-based paint and/or lead-based paint B Mb hazards in the housing. Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:
	(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
	Purchaser's Acknowledgment (c) Purchaser has (initial (i) or (ii) below): (i) received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above. (ii) not received any records and reports regarding lead-based paint and/or lead based paint hazards in the housing. (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home (initial). (e) Purchaser has (initial (i) or (ii) below): (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
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(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) ______ Seller's 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.

(g) ______ Purchaser's 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. 1

Certification of Accuracy

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

Ucxanaer Surveu	/2024		
Respondes 19/21/2024 08:16 PM EDT EDISTRICTION CONTROL SENSET Burnell Docto: 2024102313485031 10/24	Date 1/2024	Purchaser	Date
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Soller's Agent	Date	Purchaser's Agent ¹	Date
Travis burwell Docto: 2024102313485003	24/2024	E-Stymed: 10/23/2024 03:29 PM EDT Lisa Burwell	10/23/2024
Paperwork Reduction Actionic Signature		Lisa Duriveit	

This collection of information is approved by OMB Tuttle Paperwork Restaurable 10 Aug. C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

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¹ Only required if the purchaser's agent receives compensation from the seller.

Ans howed 10/25/2024 M 10/25/24

Ohio Association of REALTORS®

Residential Property Disclosure Exemption Form

To Be Completed By Owner

Property Address: 3709 Condit Rd. Sunbury, Oh 43074

Owner's Name(s): Brett Burwell, Amy Burwell, Travis Burwell, Lisa Burwell, Alex Burwell, Marisa Burwell



Ohio law requires owners of residential real estate (1-4 family) to complete and provide to the buyer a Residential Property Disclosure Form disclosing certain conditions and information concerning the property known by the owner. The Residential Property Disclosure Form requirement applies to most, but not all, transfers or sales of residential property.

Listed below are the most common transfers that are exempt from the Residential Property Disclosure Form requirement.

The owner states that the exemption marked below is a true and accurate statement regarding the proposed transfer:

	(1) A transfer pursuant to a court order, such as probate or bankruptcy court;
Ħ	(2) A transfer by a lender who has acquired the property by deed in lieu of foreclosure;
Ħ	(3) A transfer by an executor, a guardian, a conservator, or a trustee;
Ħ	(4) A transfer of new construction that has never been lived in;
Ħ	(5) A transfer to a buyer who has lived in the property for at least one year immediately prior to the

- sale;
 (6) A transfer from an owner who both has inherited the property and has not lived in the property within one year immediately prior to the sale;
- (7) A transfer where either the owner or buyer is a government entity.

ALTHOUGH A TRANSACTION MAY BE EXEMPT FOR THE REASON STATED ABOVE, THE OWNER MAY STILL HAVE A LEGAL

DUTY TO DISCLOSE ANY KNOWN LATENT DEFECTS OR MATERIAL FACTS TO THE BUYER 0/23/2024

E-Signed: 10/24/2024 05:07 PM EDT

E-Signed: 10/23/2024 05:07 PM EDT

	OWNER'S CERTIFICATION 0/24/2024	
By signing below, I state the Electronic Signature	transfer is exempt from the Res	dential Property Disclosure Felectronic Signatu
requirement. I further State that has reas esta	ite licensee has advised me regar	ding the completion of this form! 431348500
understand that an attorney should be consu	lted with any questions regarding	the Residential Property Disclosure Form
require Frente or the day day to this desects	or other material facts.	
Owner-Alexander Burwell		nte: 10/24/2024

Potential buyers are encouraged to carefully inspect the property and to have the property professionally inspected. Buyer acknowledges that the buyer has read and received a copy of this form.

Buyer: ______ Date: ______ Date: ______

This is not a state mandated form. This form has been developed by the Ohio Association of REALTORS® for use by REALTORS® assisting owners in the sale of residential property. The exemptions noted above are not a complete list of the transfers exempt from the Residential Property Disclosure Form requirement. All exempted transfers are listed in ORC § 5302.30(B)(2). The Ohio Association of REALTORS® is not responsible for the use or misuse of this form.

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Exhibit A

United Country Real Estate and Auction Services, LLC 740-965-1208 | 614-206-1135

Owners: Brett Burwell, Amy Burwell, Travis Burwell, Lisa Burwell, Alexander Burwell, Marisa Burwell
TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, <u>THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.</u> By registering for this auction and placing a bid, the bidder acknowledges that these terms and conditions have been disclosed to the bidder, and bidder agrees to be bound by these terms and conditions. Property sells with owners confirmation day of sale.

- 1. Buyer to pay NONREFUNDABLE down payment equal to 10% of the accepted high bid price day of auction and upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before Dec. 31, 2024, Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Survey: A new survey will be provided by the seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Sellers expense and any issues regarding the survey will be at the Seller's discretion. The seller will pay for conveyance fee, owner's policy of title insurance from Law Offices of Kenneth J. Molnar. The seller's portion of title agency closing fee not to exceed \$300.00, and deed preparation only. The seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. As owner's title insurance is being provided, the seller reserves the right to determine which form of deed (warranty, fiduciary etc) shall be used.
- 2. All real property and improvements are selling in their present "AS IS" and "Where-IS" condition with no warranties expressed or implied by the Seller or Seller's agent. No representations have been made by Seller or Seller's agent regarding fitness of the real property or improvements for a particular use or any Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction and this includes any environmental inspections buyer desires. It is the Buyer's responsibility to pay for and obtain all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
- 3. Seller has specifically reserved the right to have the auctioneer determine the minimum bid advancement that will be accepted from all bidders. The auctioneers will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the seller and/or the attorney for the seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
- 4. Each successful bidder will be required to immediately execute the posted purchase contract, and deposit with the auctioneer the down payment described above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
 - 5. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by the seller nor United County Real Estate and Auction Services LLC.
- 6. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. The buyer will assume all responsibility and costs associated with these items as of the date of closing.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE



CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: Nov. 25, 2024 1. PROPERTY DESCRIPTION: The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through United County Real Estate and Auction Services, LLC (Broker), the following described real estate in Trenton Twp ____ County, Ohio, and known as: 3907 Condit Rd Sunbury, Oh 43074 parcel numbers 416-120-02-027-000 and 416-120-02-028-000 (Real Estate). 2. PRICE AND TERMS: Buyer agrees to pay the amount of the high bid \$_ plus the buyer premium of \$ N/A for a Total Purchase Price of \$ for the Real Estate as follows: A non-refundable (except in the case of a non-marketable title) down payment (Down ____ must be deposited at the time of the Auction, and will be applied toward the Payment) of \$ Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached. BALANCE & CLOSING: The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before Dec. 31, 2024 _ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through Law Offices of Kenneth J. Molnar __. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$_____ per day after original Closing Date. CLOSING COSTS: The ☐ Buyer, ■ Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title. The ☐ Buyer ■ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. *Buyer is responsible for all other costs associated with closing. 5. **TERMS:** The Real Estate sells: \(\subseteq \) to the highest bidder regardless of price, \(OR \) \(\bar{\bar}\) subject to the Seller's confirmation. 6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the 7. OBTAINING FINANCING: This Contract to Purchase is not contingent upon the Buyer obtaining financing. There are no Buyer contingencies. 8. BINDING OBLIGATION: Buyer is buying the property As-Is, Where-Is and without Recourse. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting Buyer Initial Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract. 9. SELLER'S CERTIFICATION: Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except__ there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLEY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE. 10. INDEMNITY: Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents. 11. CONVEYANCE AND CLOSING: Seller shall convey marketable title to the Real Estate by Warranty Deed deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise):_ If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object. 12. CONDITION OF IMPROVEMENTS: The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest. ☐ Buyer ☐ Seller ■ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson. 13. DISCLOSURE: 14. **POSSESSION**: Possession shall be given ■ at closing, □ _____ days after closing at ____ □ AM □ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given. 15. AGENCY DISCLOSURE STATEMENT: Real Estate is being sold through United Country Real Estate and Auction Services, Buyer Initial Seller Initial Page 2 of 4

- LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
- 16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. NOTICES TO THE PARTIES:

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
 - It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. MISCELLANEOUS:

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

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deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. OTHER TERMS:		
20. DEED TO : (Print)		
	Provided this offer is subject to Seller's confirmation Seller in writing on or before AM	
	and approves the foregoing offer and acknowledge	s receipt of a signed copy.
<u>Print</u>	<u>Sign</u>	<u>Date</u>
BUYER:		
BUYER:		
FULL ADDRESS:		
PHONE NUMBERS:		
WITNESS:		
and fully understands the foregoin to the above terms and conditions.	state selling to the highest bidder regardless of pg offer and hereby accepts said offer and agrees	s to convey the Real Estate according
forgoing and hereby: accepts conditions, rejects said offer, or l	the Seller's confirmation, the undersigned Sel said offer and agrees to convey the Real Esta counteroffers according to the modifications in void if not accepted in writing on or before, 20	te according to the above terms and itialed by Seller or as attached hereto.
<u>Print</u>	<u>Sign</u>	<u>Date</u>
SELLER:		
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