

Tax year 2023
 County ASHTABULA

BOR no. 0025
 Date received _____

FILED ON
 DVE 1
 Rev. 12/22
JAN 25 2024

Complaint Against the Valuation of Real Property

Ashtabula County
 Board of Revision

Answer all questions and type or print all information. Read instructions on back before completing form.

Attach additional pages if necessary.

This form is for full market value complaints only. All other complaints should use DTE Form 2

Original complaint Counter complaint
 Notices will be sent only to those named below.

	Name	Street address, City, State, ZIP code
1. Owner of property	Johnston, Charles + Susan	2042 Stumpville Rd
2. Complainant if not owner		Jefferson Ohio 44047
3. Complainant's agent		
4. Telephone number and email address of contact person		

5. Complainant's relationship to property, if not owner

If more than one parcel is included, see "Multiple Parcels" Instruction.

6. Parcel numbers from tax bill	Address of property
29-007-00-012-00	2042 Stumpville Rd

7. Principal use of property AG

8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.

Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
29-007-00-012-00	\$284,000.00	350,400.00	\$76,400.00

9. The requested change in value is justified for the following reasons:
 The house was bought for \$284,000. It has not sold and you can't say if the house sold today it would be worth 350k. You can not speculate a sale of property when it is not for sale + you don't know what 50k off ASU-Vetelah 100% + YOUR MATH FORMULA DOESN'T WORK.

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale _____ and sale price \$ _____ ; and attach information explained in "Instructions for Line 10" on back.

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date _____ and total cost \$ _____.

13. Do you intend to present the testimony or report of a professional appraiser? Yes No Unknown

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction.
- A substantial improvement was added to the property.
- The property lost value due to a casualty.
- Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

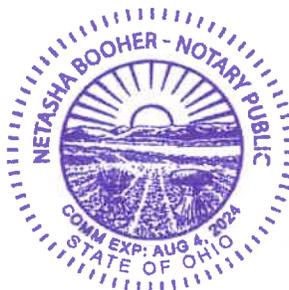
I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 1-25-24 Complainant or agent (printed) Charles Johnston Title (if agent) OWNER

Complainant or agent (signature) *Charles W. Johnston*

Sworn to and signed in my presence, this January 25, 2024 day of January 2024
(Date) (Month) (Year)

Notary *[Signature]*



Situs : 2042 STUMPVILLE RD

Map ID: 29-007-00-012-00

LUC: 111

Card: 1 of 1

Tax Year: 2023

Printed: 01/29/24

CURRENT OWNER
JOHNSTON CHARLES W TRUSTEE
JOHNSTON SUSAN L TRUSTEE
2042 STUMPVILLE RD
JEFFERSON OH 44047

CAUV Y
Field Review Flag:

GENERAL INFORMATION
Routing No. 007-00 012-00
Class A
Living Units 1
Neighborhood 40000
District
Zoning
Alternate Id



Legal Description
Parcel Tieback: Addl. Tieback: N
Legal Descriptions:
2 S
CAUV # 1812

Land Information

Type	Cd	Rate	Size	Acres	Dpth	Inf Fac	Inf %	Value
A	0	0	.4000		0			
A	S	10000	26.8770	25	0	1	-20	69,880
A	H	10000	1.0000	100	0			13,000
								82,880

Total Acres: 28.277 Legal Acres: 28.28 NBHD Fact: 1.3000

Assessment Information

	Assessed	Appraised	Cost	Income	Market
Land	10,070	82,900	82,900	0	0
Building	93,630	267,500	267,500	0	0
Total	103,700	350,400	350,400	0	0

Manual Override Reason
Base Date of Value
Effective Date of Value
Value Flag 1-COST APPROACH

Current Value

Year	Land	Building	Total Value
2020	63,800	191,000	254,800
2021	63,800	191,000	254,800
2022	63,800	191,000	254,800

Permit Information

Date Issued	Number	Price	Purpose	Note	Status

Sales/Ownership History

Transfer Date	Price	Type	Validity	Deed Reference	Deed Type	Grantor
10/22/21		2-Land And Building	E-Exempt Conveyance (Sale Price O		QC-Quit Claim	JOHNSTON CHARLES W
12/22/17	293,000	2-Land And Building	0-Validated Sale	651/170	SV-Survivorship	RUCK DENNIS N
01/13/17			E-Exempt Conveyance (Sale Price O	628/ 1557	SV-Survivorship	RUCK DENNIS N

Entrance Information

Date	ID	Entry Code	Source
02/12/14	DWP	6-Occupant Not Home	3-Other

Property Notes
Note Codes:

Situs : 2042 STUMPVILLE RD

Parcel Id: 29-007-00-012-00

LUC: 111

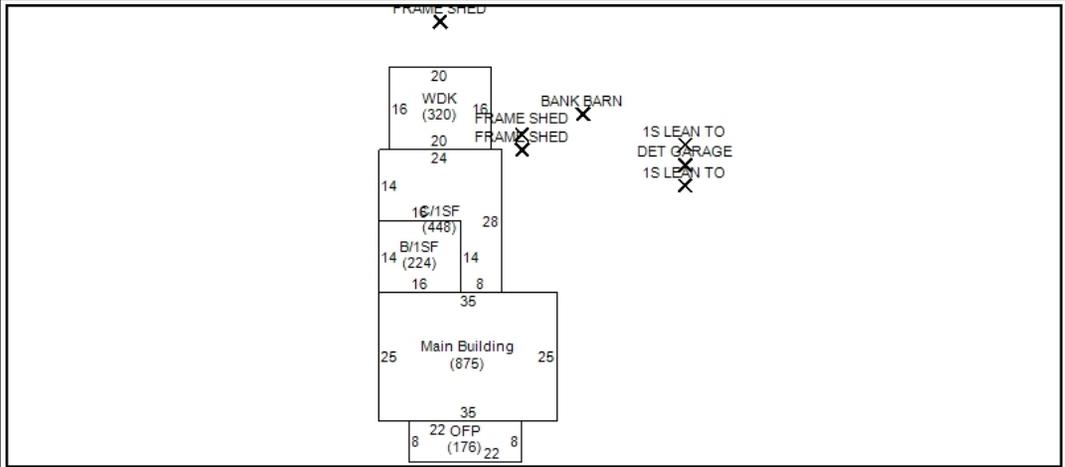
Card: 1 of 1

Tax Year: 2023

Printed: 01/29/24

Dwelling Information

Valuation Method D	Total Rooms 8
Override Model	Dining Rooms 1
Story Height 2	Bedrooms 4
Construction 1-Wood/Vinyl	Family Rooms 1
Style 05-Old Style	Full Baths 1
Year Built 1825	Half Baths 0
Eff Year Built 1980	Add. Fixtures 0
Year Remodeled 1994	Total Fixtures 6
Kitchen Remod	Unfinished Area 0
Bath Remod	T2 Rec Rm Area
Lower Level 4-Full Basement	T3 Rec Rm Area
Heating 3-Central A/C	T4 Rec Rm Area
Heat Fuel Type	Fin Bsmt Liv Area 0
System	WBFP Stacks 0
Attic 1-Unfin	WBFP Openings 0
Phy. Condition E-Very Good Condition	WBFP Add'l Stry
Int vs Ext Cond	Prefab Fireplace
Well / Septic 3	Prefab Add'l Stry
Bsmt Gar # Cars	
Misc 1 Desc	Misc 1 Qty
Misc 2 Desc	Misc 2 Qty
Grade C+1	Cost & Design 0
CDU VG-VERY GOOD	Functional
% Good Ovr	Economic 100
% Complete 100	NBHD Fact 1.4
GRM Econ Rents	GRM Factor 1
GRM Units	GRM Value 0



Additions

Line	Low	1st	2nd	3rd	Area	Yr Blt	Eff Yr	Grade	%Comp	CDU	Value
0					875						
1	BSM	1SF			224						14,200
2	CSP	1SF			448						24,700
3		OPF			176						3,900
4		WDK			320						3,800

Dwelling Computations

Base Price	113,610	% Good	80
Plumbing	1,500	Market Adj	
Basement	17,380	Functional	
Heating	5,170	Economic	100
Attic	5,590	% Complete	100
Other Features	0	C&D Factor	
		Adj Factor	1.4
Subtotal	143,250	Additions	37,300
Ground Floor Area	875	Dwelling Value	225,040
Total Living Area	2,422		
Dwelling Notes			

Outbuilding Data

Ln	Code/Desc	Yr Blt	Eff Yr	Size	Area	Gr	Qty	ModCd	PC	FN	MA	%Comp	Value
1	AB1-Bank Barn	1111	1950	40x50	2,000	C	1		F				12,100
2	RS1-Frame Shr	1990		10x12	120	C	1		S				400
3	RS1-Frame Shr	1111		0x0	1	C	1		S				
4	RS1-Frame Shr	1111		0x0	1	C	1		S				
5	RG1-Det Gara	2006		32x30	960	C	1	7	A				27,200
6	AL1-1s Lean Tc	2006		12x30	360	C	1		A				1,400
7	AL1-1s Lean Tc	2006		12x30	360	C	1		A				1,400

Condominium / Mobile Home Information

Complex #	Level	MH Make
Type	Elevator	MH Model
Unit No	Location	Serial#
Condo Style	View	MH Title#
Cmplx Name		Park Code

Misc & Gross Bulding Values

Misc Building No	Misc Adjusted Value
Gross Building:	

Situs : 2042 STUMPVILLE RD**Parcel Id: 29-007-00-012-00****LUC: 111****Card: 1 of 1****Tax Year: 2023****Printed: 01/29/24****Comments**

Number	Code	Status	Comment
4	OFC	SS	NEW SURVEY 28.25 AC TO 28.277 AC CONV#5142 12-22-17
1	FLD	DC	19960116 C#01 - 11-21-95 RB REAR 24X28 IS NEW ADDN EST KIT & FAM RM INT +/-
2	FLD	DC	19960116 C#01 - 50% COMP 11-21-95.
3	FLD	RV	20080312 NW C#01 - 1/17/08 EST ADDED GAR AND L-TO AND WDDK FOR REVAL

Situs : 2042 STUMPVILLE RD

Parcel Id: 29-007-00-012-00

LUC: 111

Card: 1 of 1

Tax Year: 2023

Printed: 01/29/24

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ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
25 WEST JEFFERSON ST
JEFFERSON, OH 44047

FORWARDING SERVICE REQUESTED

DUE 02/21/2024

*****AUTO**5-DIGIT 44003 6 159 1824 1AV 0.498

JOHNSTON CHARLES W TRUSTEE
 JOHNSTON SUSAN L TRUSTEE
 2042 STUMPVILLE RD
 JEFFERSON OH 44047-8616



OPT IN TO
ESTATEMENTS
SCAN THE QR CODE

PARCEL ID:	29-007-00-012-00
PARCEL LOCATION:	2042 STUMPVILLE RD
TAX DISTRICT:	LENOX TWP-JEFFERSON AREA LSD
OWNER NAME:	JOHNSTON CHARLES W TRUSTEE
LEGAL INFORMATION:	2 S / CAUV # 1812

Gross Tax Rate 83.480000	Non-Business Credit Factor 0.085673	Acres 28.2770
Reduction Factor 0.430294	Owner Occupancy Credit Factor 0.021418	Class A
Effective Tax Rate 47.559023		LUC 111

TAX VALUES		CURRENT TAX DISTRIBUTION	
REAL ESTATE TAXES	8,656.90	ASHTABULA COUNTY	547.94
REDUCTION FACTOR	-3,725.02	JEFFERSON AREA LSD	1,922.26
SUBTOTAL	4,931.88	ASHTABULA CO SCH FINANCING DISTRICT	102.54
NON BUSINESS CREDIT	-422.54	A-TECH	166.14
OWNER OCCUPANCY CREDIT	-94.54	LENOX TWP	552.99
HOMESTEAD REDUCTION	-777.34	SOUTH CENTRAL AMBULANCE DISTRICT	214.39
CAUV RECOUPMENT	0.00	ASHTABULA COUNTY DISTRICT LIBRARY	97.97
		ASHTABULA CO METRO PARKS	33.23
CURRENT NET TAXES	3,637.46		
CURRENT ASSESSMENTS	9.50		
FULL YEAR TAXES & ASMTS	3,646.96		
HALF YEAR TAXES & ASMTS	1,823.48		
PENALTIES	0.00	SPECIAL ASSESSMENT	9.50
INTEREST	0.00	TOTAL	3,646.96
ADJUSTMENTS	0.00		
DELINQUENT GENERAL TAXES	0.00		
DELINQUENT ASSESSMENTS	0.00		
FULL YEAR TOTAL	3,646.96		
PAYMENTS			
OTHER CREDITS	0.00		
HALF YEAR DUE	1,823.48		
Tax Bill Prepared on 01/09/24			

100% APPRAISED VALUE		
Land	Building	Total
82,900	267,500	350,400
TAXABLE VALUE		
Land	Building	Total
10,070	93,630	103,700
Homestead	CAUV	TIF Value
18,305	28,780	0
SPECIAL ASSESSMENT		
PROJ AND DESCRIPTION	DELINQUENT	CURRENT
19005-9-1-1 EMERGENCY	0.00	4.50
19006-COUNTYWIDE RECY	0.00	5.00
TOTAL	0.00	9.50

TO AVOID 10% PENALTY PAY ON OR BEFORE 02/21/2024
 U.S. Postmarks are acceptable for timely payment
 Cash, Checks, Money Orders & Credit Card Payments accepted.
 Please see office phone directories on back of bill.

AVOID LATE FEES
 PAY ELECTRONICALLY BY AUTO WITHDRAWAL. A MONTHLY
 SCHEDULE PLAN TO PREPAY TAXES IS ALSO AVAILABLE.
 INFORMATION CAN BE FOUND ON WEBSITE.
 WWW.ASHTABULACOUNTY.OH.TREASURER

Detach and return this portion with payment

PARCEL LOCATION:	2042 STUMPVILLE RD
PARCEL ID:	29-007-00-012-00
OWNER NAME:	JOHNSTON CHARLES W TRUSTEE

REAL PROPERTY
1ST HALF 2023
DUE 02/21/2024
TAX BILL PREPARED
ON: 01/09/24



SCAN HERE TO PAY

PAY THIS AMOUNT:	
HALF YEAR:	1,823.48
FULL YEAR:	3,646.96

29-007-00-012-00

First Half Due:	\$1,823.48
Total Due:	\$3,646.96

Check box and use reverse side for mail address change

OFFICE USE ONLY

Check/MO _____
 CC/Debit _____
 Cash _____
 Tax _____
 Change _____

Make Checks Payable to:



ANGIE MAKI-CLIFF
 ASHTABULA COUNTY TREASURER
 25 WEST JEFFERSON ST
 JEFFERSON, OH 44047

JOHNSTON CHARLES W TRUSTEE
 JOHNSTON SUSAN L TRUSTEE
 2042 STUMPVILLE RD
 JEFFERSON OH 44047-8616

29007000120000182348003646964



ANGIE MAKI-CLIFF
ASHTABULA COUNTY TREASURER
 25 WEST JEFFERSON ST
 JEFFERSON OH 44047

REAL PROPERTY
2nd HALF 2022
DUE
07/19/2023

PARCEL LOCATION: 2042 STUMPPVILLE RD

PARCEL ID: 29-007-00-012-00

TAX DISTRICT: LENOX TWP-JEFFERSON AREA LSD

OWNER NAME: JOHNSTON CHARLES W TRUSTEE
JOHNSTON SUSAN L TRUSTEE

2470 1 AV 0.471
 JOHNSTON CHARLES W TRUSTEE
 JOHNSTON SUSAN L TRUSTEE
 2042 STUMPPVILLE RD
 JEFFERSON OH 44047-8616

LEGAL INFORMATION: 2 S / CAUV # 1812

Gross Tax Rate 81.980000
 Reduction Factor 0.376374
 Effective Tax Rate 51.124885

Non-Business Credit Factor 0.085173
 Charter Occupancy Credit Factor 0.021293
 Acres 28.2770
 Class A
 LUC 111

TAX VALUES

Real Estate Taxes 5,982.90
 Reduction Factor -2,251.80
 Subtotal 3,731.10
 Non Business Credit -317.80
 Owner Occupancy Credit -72.44
 Homestead Reduction -799.46
 CAUV Recoupment 0.00
 Current Net Taxes 2,541.40
 Current Assessments 9.50
 Full Year Taxes & Asmts 2,550.90
 Half Year Taxes & Asmts 1,275.45
 Penalties 0.00
 Interest 0.00
 Adjustments 0.00
 Delinquent General Taxes 0.00
 Delinquent Assessments 0.00

CURRENT TAX DISTRIBUTION

Ashtabula County 445.65
 Jefferson Area TSD 1,292.54
 Ashtabula Co Sch Financing District 76.99
 A-Tech 111.72
 Lenex Twp 371.83
 South Central Ambulance District 144.16
 Ashtabula County District 73.56
 Ashtabula Co Metro Parks 24.95
 Special Assessment 9.50
 Total 2,550.90

100% APPRAISED VALUE		
Land	Building	Total
63,800	191,000	254,800
TAXABLE VALUE		
Land	Building	Total
6,130	66,850	72,980
HOMESTEAD		
17500	17,520	

PROJ# AND DESCRIPTION	DELINQUENT	CURRENT
19005-9-1-1-EMERGENCY	0.00	4.50
19008-COUNTYWIDE	0.00	5.00
TOTAL	0.00	9.50

FULL YEAR TOTAL

2,550.90

**PAYMENTS
OTHER CREDITS**

1,275.45

AMOUNT DUE
Taxbill Prepared on 06/05/23

1,275.45

AVOID LATE FEES
 PAPERLESS BILLING AVAILABLE! SIGN UP
 ON WEBSITE FOR EBILL AND PAY
 ELECTRONICALLY BY AUTO WITHDRAW. A
 MONTHLY ESCROW PLAN TO PREPAY TAXES
 IS ALSO AVAILABLE. INFORMATION CAN BE
 FOUND ON WEBSITE:
WWW.ASHTABULACOUNTY.US/TREASURER

**TO AVOID 10% PENALTY
PAY ON OR BEFORE**
07/19/2023
U.S. Postmarks are acceptable for timely payment
 Cash, Checks, Money Orders & Credit Card
 Payments accepted.
 Please see office phone directories on back of bill

File No. LAPP 25-25-6-1111932							
Borrower	Charles Johnston						
Property Address	2042 Stumpville Rd	County	Ashtabula	State	OH	Zip Code	44047
City	Jefferson						
Lender/Client	Veterans United Home Loans/VA						

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The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 2042 Stumpville Rd City Jefferson State OH Zip Code 44047
 Borrower Charles Johnston Owner of Public Record Dennis N. Ruck County Ashtabula

Legal Description 2 S CAUV # 1812 Tax Year 2016 R.E. Taxes \$ 2,320
 Assessor's Parcel # 290070001200 Map Reference Ashtabula 22-B2 Census Tract 0011.01

Neighborhood Name Lenox Twp. Special Assessments \$ 5 PUD HOA \$ 0 per year per month

Occupant Owner Tenant Vacant
 Property Rights Appraised Fee Simple Leasehold Other (describe)

Assignment Type Purchase Transaction Refinance Transaction Other (describe)

Lender/Client Veterans United Home Loans/VA Address 1400 Veterans United Drive, Columbia, MO 65203-0000
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offering price(s), and date(s). DOM 157; Per the NORMLS website, the subject is listed on 06/16/2017 for \$289,000 and reduced to \$284,000. MLS#3914701

I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. Arms length sale; The original offer of \$284,000 on 10/18/2017 was accepted the same day.

Contract Price \$ 284,000 Date of Contract 10/18/2017 Is the property seller the owner of public record? Yes No Data Source(s) Auditors Web Site
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. \$0;

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %	
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	%		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	30	Low	3	Multi-Family	%	
Neighborhood Boundaries Holcomb Road North, The Township Line West, Brockway Road South, and Rte 11 East. The subject is located in Lenox Township with a Jefferson mailing address.		450	High	200	Commercial	%	
Neighborhood Description This area has a wide mix of property types and value. This area has some working farms, homes with larger tracts of land and vacant land. Local commercial support businesses are located to the Northeast in Jefferson. This area has average appeal in the market.		120	Pred.	60	Other	25 %	

There are no adverse conditions noted to affect marketability.
 Market Conditions (including support for the above conclusions) Property values are stable at present. The demand and supply appear to be in balance.
 Marketing time is 3 to 6 months, which is comparable to other competing nearby communities. V.A., F.H.A. and Conventional financing available in this area.

Dimensions 494 x 2520/2508 x 449 Per Realist Area 26.25 ac Shape Rectangular View N;Res;
 Specific Zoning Classification R-1 Zoning Description Residential/Agricultural
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	100 AMP	Water	<input type="checkbox"/>	Street	Asphalt	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>	Well on Site	Sanitary Sewer	<input type="checkbox"/>	Alley	None	<input type="checkbox"/>
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	X	FEMA Map #	39007C0285D	FEMA Map Date	12/18/2007

Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (basements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Stone/Block/Average	Floors	Hdwd/Carpet/Good
# of Stories 2	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl/Good	Walls	Plaster/Drywall/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 1,076 sq.ft.	Roof Surface	Asphalt/Shngl/Good	Trim/Finish	Oak/Good
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminum/Good	Bath Floor	Ceramic/Good
Design (Style) Colonial	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump	Window Type	Double Hung/Good	Bath Wainscot	Ceramic/Good
Year Built 1825	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Vinyl/Therm/Good	Car Storage	None
Effective Age (Yrs) 30	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Cloth/Good	<input checked="" type="checkbox"/> Driveway # of Cars	8
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	Woodstove(s) # 0	Driveway Surface	Gravel
<input type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Gas	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input type="checkbox"/> Fence None	<input checked="" type="checkbox"/> Garage # of Cars	2
<input checked="" type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Rear	<input checked="" type="checkbox"/> Porch Front	<input type="checkbox"/> Carport # of Cars	0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other Out Bldg	<input type="checkbox"/> Att. <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in	
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area above grade contains: 9 Rooms 4 Bedrooms 1.0 Bath(s) 2,464 Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.). Thermopane windows					
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-remodeled-one to five years ago;Bathrooms-remodeled-less than one year ago;See attached addenda.					
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe					
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe					

Uniform Residential Appraisal Report

FILE# LAPP 20250111002

There are	9	comparable properties currently offered for sale in the subject neighborhood ranging in price from \$	244,900	to \$	375,000
There are	8	comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$	252,500	to \$	335,000
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	2042 Stumpville Rd Jefferson, OH 44047	4989 State Route 307 E Geneva, OH 44041	982 Mechanicsville Rd Rock Creek, OH 44084	1924 E Morgan Rd Jefferson, OH 44047	
Proximity to Subject		8.57 miles NW	6.70 miles NW	7.91 miles NE	
Sale Price	\$ 284,000	\$ 262,500	\$ 310,000	\$ 335,000	
Sale Price/Gross Liv. Area	\$ 115.26 sq.ft.	\$ 124.17 sq.ft.	\$ 143.12 sq.ft.	\$ 150.97 sq.ft.	
Data Source(s)		Normls#3787367;DOM 1667	NORMLS#3876477;DOM 94	NORMLS#3876417;DOM 71	
Verification Source(s)		Auditors website	Auditors Website/File	Auditors Website/Inspection/File	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment
Sales or Financing Concessions		ArmLth Cash:0	ArmLth Conv:0	ArmLth VA:0	
Date of Sale/Time		s11/16;Unk	s05/17;Unk	s08/17;c08/17	
Location	N;Res;	N;Res;	N;Res;	N;Res;	
Leaschold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Site	28.25 ac	2.35 ac	12.13 ac	15.04 ac	+26,400
View	N;Res;	N;Res;	N;Res;	N;Res;	
Design (Style)	DT2:Colonial	DT2:Colonial	DT2:Colonial	DT2:Contempora	0
Quality of Construction	Q3	Q3	Q3	Q3	
Actual Age	192	177	20	18	-35,000
Condition	C3	C2	C3	C3	
Above Grade Room Count	Total Bdrms. Baths 9 4 1.0	Total Bdrms. Baths 7 4 2.1	Total Bdrms. Baths 6 3 2.1	Total Bdrms. Baths 7 3 2.1	-6,000
Gross Living Area	2,464 sq.ft.	2,114 sq.ft.	2,166 sq.ft.	2,219 sq.ft.	+4,900
Basement & Finished Rooms Below Grade	1076sf0sfin	650sf0sfin	1131sf0sfin	1643sf575sfwu 1rr0br0.0ba0o	-2,000
Functional Utility	Average	Average	Average	Average	
Heating/Cooling	FWA/CAC	Bsbd/None	FWA/CAC	FWA/CAC	
Energy Efficient Items	Therm Windows	Ins Windows	0 Ins Windows	0 Therm Window	0
Garage/Carport	2gd8dw	2qa2dw	+3,000 3qa3dw	0 2qa6dw	+3,000
Porch/Patio/Deck	Patio, Deck, Fp	Patio, Deck, Fp	Deck, Porch, Fp	0 Pat, Pr, Fp wdst	0
Amenities	Barn 42x50	None	+5,000 Out Bldg (4)	-15,000 30x34/OutBldg	0
Original List Price	\$289,000	\$279,000	\$319,900	\$335,000	0
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 30,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -17,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -8,700	
Adjusted Sale Price of Comparables		Net Adj. 11.7% Gross Adj. 39.2% \$ 293,300	Net Adj. 5.7% Gross Adj. 30.4% \$ 292,200	Net Adj. 2.6% Gross Adj. 23.1% \$ 326,300	

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Data Source(s) Ashtabula County Auditor's Website
 My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
 Data Source(s) Ashtabula County Auditor's Website

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	01/13/2017			
Price of Prior Sale/Transfer	\$0			
Data Source(s)	AshtabulCtyAuditor'sWbsite	AshtabulCtyAuditor'sWbsite	AshtabulCtyAuditor'sWbsite	AshtabulaCntyAuditorWbst
Effective Date of Data Source(s)	11/27/2017	11/27/2017	11/27/2017	11/27/2017

Analysis of prior sale or transfer history of the subject property and comparable sales All information for the subject and comparables was found on the Cuyahoga County Auditors website. The subject previous transfer was a survivorship deed. There are no previous sales in the past 12 months for the comparables listed.

Summary of Sales Comparison Approach See attached addenda.

Indicated Value by Sales Comparison Approach \$ 293,000
 Indicated Value by: Sales Comparison Approach \$ 293,000 Cost Approach (if developed) \$ Income Approach (if developed) \$
 The sales comparison approach carried the most weight in this report. The income approach was not utilized due to a lack of reliable rental data for similar homes in this area. The cost approach was not applicable for this assignment due to the subjects age and the difficulty in estimating accrued depreciation.
 This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal report is intended for use by Veterans United Home Loans/Veteran Affairs only. This report is not intended for any other use or user.
 Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 293,000, as of 11/27/2017, which is the date of inspection and the effective date of this appraisal.

Deborah Dombrowski assisted appraiser with this report by typing information appraiser has provided, attaching photos, maps, mls information and auditors information for all listings and comparables.

The tax and special assessment amounts listed are an annual amount

Special assessments are for the 911 phone line

The appraiser has not performed an appraisal or any other service on the subject in the past three years.

There were no gas wells, oil wells or fracking present on or running through the subject property noted at the time of this inspection.

No purchaser or seller of the subject property nor any borrower are intended users of this appraisal and no such parties should use or rely on this appraisal for any purpose. All such parties are advised to consult with an appraiser or other professional of their own choosing.

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence.

The subject exceeded the predominate value for the area but is within the overall range for this market. the subject is not an over improvement for this area.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$
Source of cost data	DWELLING	Sq.Ft. @ \$ = \$
Quality rating from cost service		Sq.Ft. @ \$ = \$
Effective date of cost data		= \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Garage/Carport	Sq.Ft. @ \$ = \$
The cost approach was not applicable due to the subjects age and the difficulty in estimating accrued depreciation.	Total Estimate of Cost-New	= \$
	Less Physical	
	Functional	
	External	= \$()
	Depreciation	= \$
	Depreciated Cost of Improvements	= \$
	"As-is" Value of Site Improvements	= \$
Estimated Remaining Economic Life (HUD and VA only)	40 Years	INDICATED VALUE BY COST APPROACH = \$

COST APPROACH

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project
Total number of phases Total number of units Total number of units sold
Total number of units rented Total number of units for sale Data source(s)
Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion.
Does the project contain any multi-dwelling units? Yes No Data Source
Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
Describe common elements and recreational facilities.

PUD INFORMATION

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

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APPRAISER

Signature 
 Name Edward Kocin
 Company Name Kocin Appraisal Services, Inc
 Company Address PO Box 115
Gates Mills, OH 44040-0115
 Telephone Number (440) 460-0486 552 4218
 Email Address ekocin@ohio-appraisal.com
 Date of Signature and Report 12/04/2017
 Effective Date of Appraisal 11/27/2017
 State Certification # 2009000565
 or State License # _____ State # _____
 or Other (describe) _____ State # _____
 State OH
 Expiration Date of Certification or License 09/02/2018

ADDRESS OF PROPERTY APPRAISED

2042 Stumpville Rd
Jefferson, OH 44047
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 293,000

LENDER/CLIENT

Name No AMC
 Company Name Veterans United Home Loans/VA
 Company Address 1400 Veterans United Drive, Columbia, MO
65203-0000
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
 Did inspect exterior of subject property from street
 Date of Inspection _____
 Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
 Did inspect exterior of comparable sales from street
 Date of Inspection _____

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UAD Version 9/2011 (Updated 1/2014)

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Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:

3.2 indicates three full baths and two half baths.

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **2042 Stumpville Rd** City **Jefferson** State **OH** ZIP Code **44047**

Borrower **Charles Johnston**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
				Increasing	Stable	Declining
Total # of Comparable Sales (Settled)	4	0	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absorption Rate (Total Sales/Months)	0.67	0	1.33	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total # of Comparable Active Listings	4	5	9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Months of Housing Supply (Total Listings/Ab.Rate)	6.0	0	6.8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	307,500	0	287,450	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable Sales Days on Market	224	0	14	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable List Price	299,950	274,900	299,900	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable Listings Days on Market	272	218	104	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Sale Price as % of List Price	96.57	0	98.38	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller (developer, builder, etc.) paid financial assistance prevalent? Yes No
 Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). **The market area has seen few seller concessions over the past 6-12 months. Seller concessions are not prevalent in the market area.**

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).
There have been some foreclosed homes in the area, but they have not had a major effect on values in the area.

Cite data sources for above information. **NEOHREX index, Federal Housing Finance Agency, local realtors and builders**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
Due to the limited available sales and listings for the area the trends were more difficult to estimate. With 4 comparable sales for the 7-12 month, 0 for the 4-6 and 4 for the 3-current month periods the trends listed were not reliable. This lack of data also effected the days on market. Overall research from the area suggests more stable sales and listing prices. With more competitive pricing marketing time has remained stable while the sales price to listing price ratio has also been stable.

If the subject is a unit in a condominium or cooperative project, complete the following:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
				Increasing	Stable	Declining
Total # of Comparable Sales (Settled)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absorption Rate (Total Sales/Months)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total # of Active Comparable Listings				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.



Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Appraiser Name Edward Kocin	Supervisory Appraiser Name
Company Name Kocin Appraisal Services, Inc	Company Name
Company Address PO Box 115, Gates Mills, OH 44040-0115	Company Address
State License/Certification # 2009000565 State OH	State License/Certification # State
Email Address ekocin@ohio-appraisal.com	Email Address

Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Veterans United Home Loans/VA, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Veterans United Home Loans/VA, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Veterans United Home Loans/VA has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.



<p> _____ Signature</p> <p>Edward Kocin _____ Appraiser's Name</p> <p>Kocin Appraisal Services, Inc _____ State Title or Designation</p>	<p>12/04/2017 _____ Date</p> <p>2009000565 _____ State License or Certification #</p> <p>09/02/2018 _____ Expiration Date of License or Certification</p> <p style="text-align: right;">OH _____ State</p>
---	--

2042 Stumpville Rd, Jefferson, OH 44047

 Address of Property Appraised

05/13

APPRAISER DISCLOSURE STATEMENT
In Compliance with Ohio Revised Code Section 4763.12(C)

File No. LAPP 25-25-6-1111932

Name of Appraiser: Edward Kocin

Class of Certification/Licensure: Certified General
 Certified Residential
 Licensed Residential
 Temporary General Licensed

Certification/Licensure Number: 200900565

Scope: This Report is within the scope of my Certification or License
 is not within the scope of my Certification or License

Service Provided by: Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

Signature of appraiser:  Serial 2A4586A6



This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

State of Ohio
Department of Commerce
Division of Real Estate Appraiser Section
Cleveland (216) 787-3100

VA Addendum to Fee Appraiser's Report: Cleveland RLC Client Requirements

VA Case Number : LAPP 25-25-6-1111932

Property Address : 2042 Stumpville Rd
Jefferson, OH 44047

If the report was not completed within the timeliness standards was the Cleveland RLC notified by updating the case notes in WebLGY? Yes No

Comments on timeliness: (if necessary)
Report was submitted on time

VA required market analysis

1. The current sales price to list price ratio is 97 %
2. The current average marketing time for this market is 120 days.
3. Comments on the current marketing trend (increasing, declining, or stable)
Property values are stable at present. The demand and supply appear to be in balance. Marketing time is 3 to 6 months, which is comparable to other competing nearby communities. V.A., F.H.A. and Conventional financing available in this area.
4. Comments on prevalence of sales or financing concessions to include if/how they impact the market:
Closing costs are typically in the 1%-4% range for this area.
5. VA Certification:
"I have considered relevant competitive listings and/or contract offerings in the performance of this appraisal and in the trending information reported in this section. If a trend is indicated I have attached another addendum providing relevant competitive listing/contract offering data."
6. If the subject property is served by a well, is public water available at property line? No
Verified by Ashtabula County Phone number 440-576-6010
7. If the subject property is served by a septic, is public sewer available at property line? No
Verified by Ashtabula County Phone number 440-576-6010
8. Remaining economic life 40. Do not report as a range of years. It can reflect a plus or minus but not a range, and an explanation is required if the REL is less than 30 years.
9. If the appraised value was below purchase price, was the "Tidewater Initiative" (VA circular 26-03-11) followed and explained in the appraisal? URAR Page # N/A
10. Comments on comparables over 6 months old and/or excessive distance from the subject.
The comparable search included all of the defined market area. The search was concentrated on competing Century Home dwellings of similar quality, condition, size, location and appeal. This search revealed a very limited comparable pool. The subjects rural location and lack of sales forced the search radius to be expanded into competing market areas.
11. If the neighborhood section of [REDACTED] position was a listings/offers addendum provided. Refer to VA Pamphlet 26-7, Chapter 11, section 8 e. Yes No

Appraiser's Signature
for VA Certification

Edward Kocin



Date: 12/04/2017

01/20/2012

Form VCR6CL - "TOTAL" appraisal software by a la mode, Inc. - 1-800-ALAMODE

Repairs Required to meet Minimum Property Requirements (MPRs) for VA Financing

Repairs needed to meet the Minimum Property Requirements (MPRs) and make the subject safe, sound, and sanitary (i.e., structurally sound, free of roof leaks and have operable mechanical systems). All repairs are to be completed according to industry standards, and in a good workmanlike manner. The dwelling will meet VA's Minimum Property Requirements for existing dwellings as outlined in VA Pamphlet 26-7, Chapter 12 when the needed MPR repairs are completed.

Structural repairs needed

None Noted

Roof repairs needed

None Noted

Mechanical Systems repairs needed

Plumbing / Fixtures

Hot water tank flue pipe to be sealed at chimney

Electrical

exposed wiring was noted in the basement area of the home.
open work box in garage needs a cover plate installed
outlet in bath is not GFI protected. This needs to be repaired per code.

HVAC

None Noted

Defective paint surfaces (home built pre-1978)

Multiple areas of chipped, peeling and missing paint noted on exterior of home, windows and subjects Barn
All areas need to be repaired.

Other Repair Items

Basement stair case, attic stairs, front porch steps and stairs in garage need a hand rail installed.
Deck has 2 areas with missing railings. Both need repair
Loose siding was noted on family room portion of home

Remarks:

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA	Zip Code	44047



Subject Front

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject Rear



Subject Street

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047

Subject Front



2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

Subject Rear



Subject Street



Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA	Zip Code	44047



Subject Front

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject basement



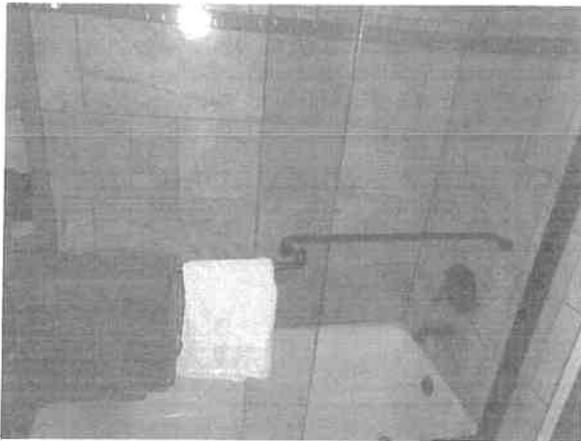
Subject dining room

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject bath 1 of 2

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject bath 2 of 2



Subject living room

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject kitchen

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject kitchen



Subject family room

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				

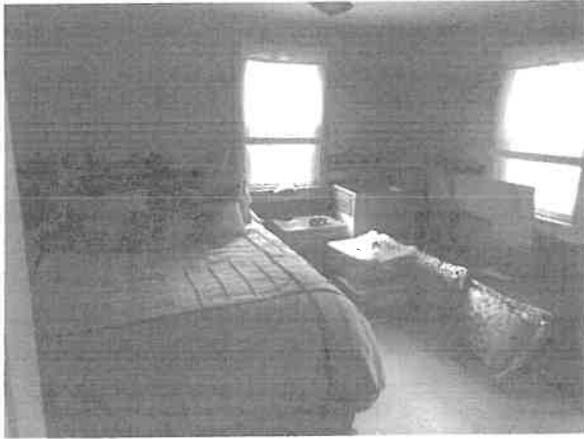


Subject bedroom

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject bedroom



Subject bedroom

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject bedroom

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192



Subject garage



Subject garage

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA				
				Zip Code	44047

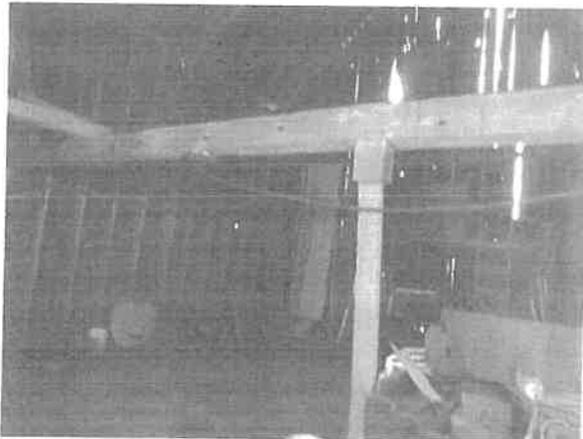


Subject garage loft

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

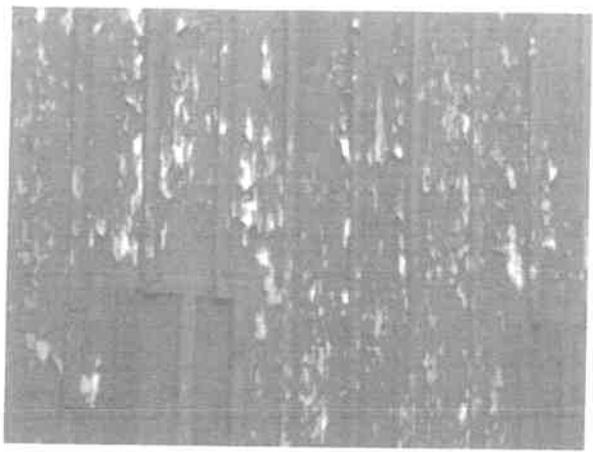


Subject Barn



Subject Barn

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject barn siding

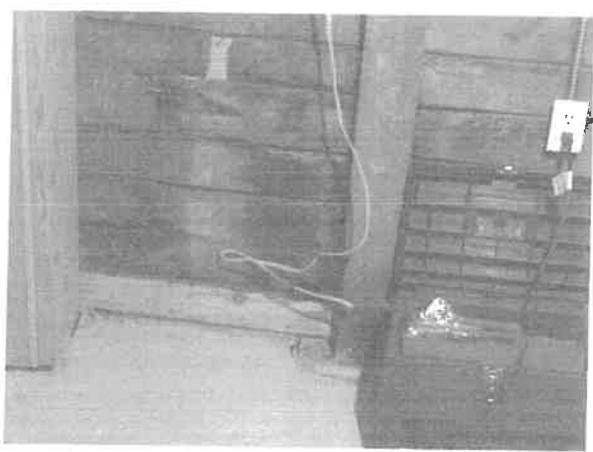
2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

chipped, peeling, missing
 paint to be repaired



Subject garage loft steps

hand rail required



Subject basement

exposed wires to be removed

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
		State	OH
		Zip Code	44047
Lender/Client	Veterans United Home Loans/VA		



Subject HWT flue

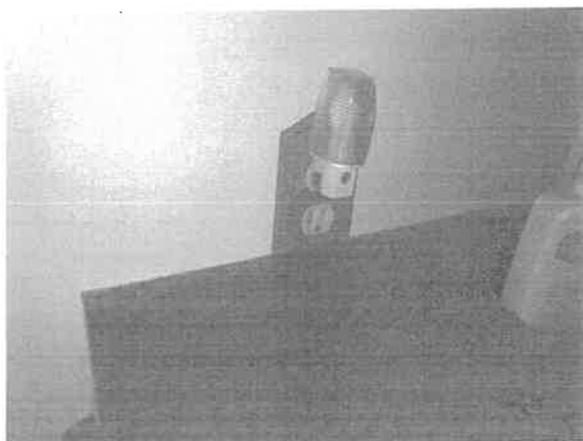
2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality QS
Age 192

to be sealed at chimney



Subject basement steps

hand rail required



Subject bath outlet by sink

GFI outlet required to code

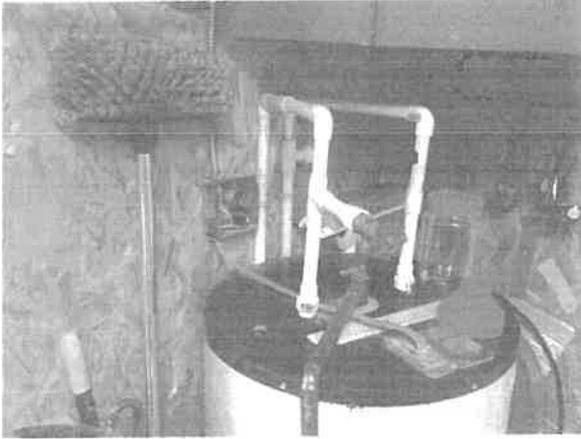
Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
		State	OH
		Zip Code	44047
Lender/Client	Veterans United Home Loans/VA		



Subject attic steps

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

hand rail required



Subject garage HWT

cover plate for work box
 required



Subject deck

missing rails to be installed
 2 areas

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject loose siding

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

to be repaired



Subject loose siding

to be repaired



Subject front porch steps

hand rail required

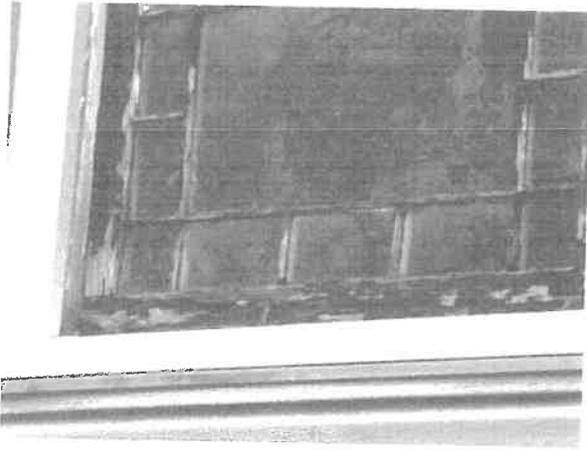
Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Subject bsmt windows

2042 Stumpville Rd
 Sales Price 284,000
 Gross Living Area 2,464
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 1.0
 Location N;Res;
 View N;Res;
 Site 28.25 ac
 Quality Q3
 Age 192

chipped, peeling, missing paint to be repaired



Subject window

chipped, peeling missing paint to be repaired

Subject Photo Page

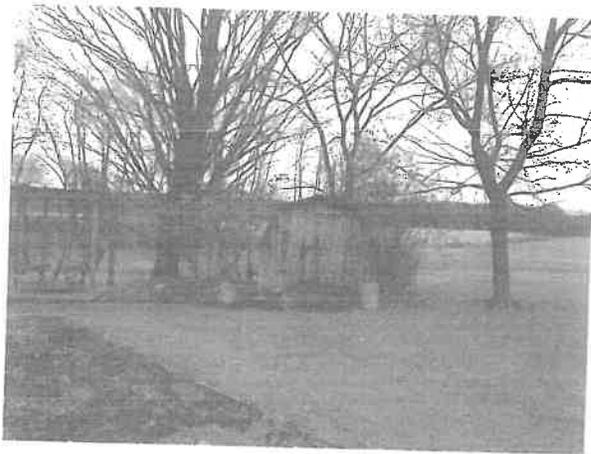
Borrower	Charles Johnston						
Property Address	2042 Stumpville Rd						
City	Jefferson	County	Ashtabula	State	OH	Zip Code	44047
Lender/Client	Veterans United Home Loans/VA						



Subject Sheds

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

no value given



Subject shed

no value given



Subject shed

no value given

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH Zip Code 44047
Lender/Client	Veterans United Home Loans/VA				



Comparable 1

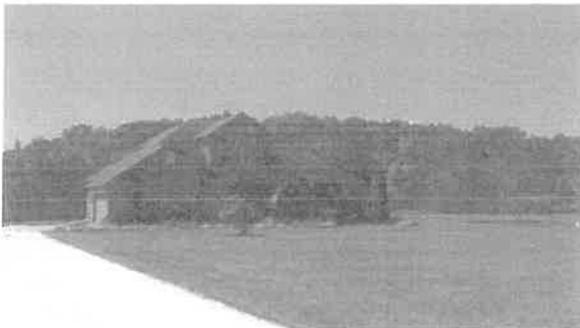
4989 State Route 307 E
 Prox. to Subject 8.57 miles NW
 Sale Price 262,500
 Gross Living Area 2,114
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 2.35 ac
 Quality Q3
 Age 177



Comparable 2

982 Mechanicsville Rd
 Prox. to Subject 6.70 miles NW
 Sale Price 310,000
 Gross Living Area 2,166
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 12.13 ac
 Quality Q3
 Age 20

appraiser personal file photo



Comparable 3

1924 E Morgan Rd
 Prox. to Subject 7.91 miles NE
 Sale Price 335,000
 Gross Living Area 2,219
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 15.04 ac
 Quality Q3
 Age 18

appraiser personal file photo

Listing Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047



Listing 1

819 Lenox New Lyme Rd
Proximity to Subject 2.81 miles NE
List Price 264,900
Days on Market 96
Gross Living Area 2,528
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 2.1
Age/Year Built 23



Listing 2

1475 Chapel Rd
Proximity to Subject 4.88 miles N
List Price 289,900
Days on Market 59
Gross Living Area 2,424
Total Rooms 6
Total Bedrooms 3
Total Bathrooms 2.0
Age/Year Built 39

Proximity to Subject
List Price
Days on Market
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Age/Year Built

INVOICE

FROM:

Kocin Appraisal Services, Inc.
 PO Box 115
 Gates Mills, Oh 44040

Telephone Number: 440-460-4660 Fax Number:

INVOICE NUMBER

DATES

Invoice Date: 11/27/2017

Due Date:

REFERENCE

Internal Order #: KASI41717
 Lender Case #:
 Client File #: LAPP 25-25-6-1111932
 FHA/VA Case #: LAPP 25-25-6-1111932
 Main File # on form: LAPP 25-25-6-1111932
 Other File # on form:
 Federal Tax ID:
 Employer ID:

TO:

Veterans United Home Loans/VA
 1400 Veterans United Drive
 Columbia, MO 65203-0000

E-Mail:
 Telephone Number: Fax Number:
 Alternate Number:

DESCRIPTION

Lender: Veterans United Home Loans/VA Client: Veterans United Home Loans/VA
 Purchaser/Borrower: Charles Johnston
 Property Address: 2042 Stumpville Rd
 City: Jefferson
 County: Ashtabula State: OH Zip: 44047
 Legal Description: 2 S CAUV # 1812

FEEs

AMOUNT

VA Uniform Residential Appraisal Report	450.00
SUBTOTAL	450.00

PAYMENTS

AMOUNT

Check #: Date: Description:
 Check #: Date: Description:
 Check #: Date: Description:

SUBTOTAL
TOTAL DUE \$ 450.00



Matrix

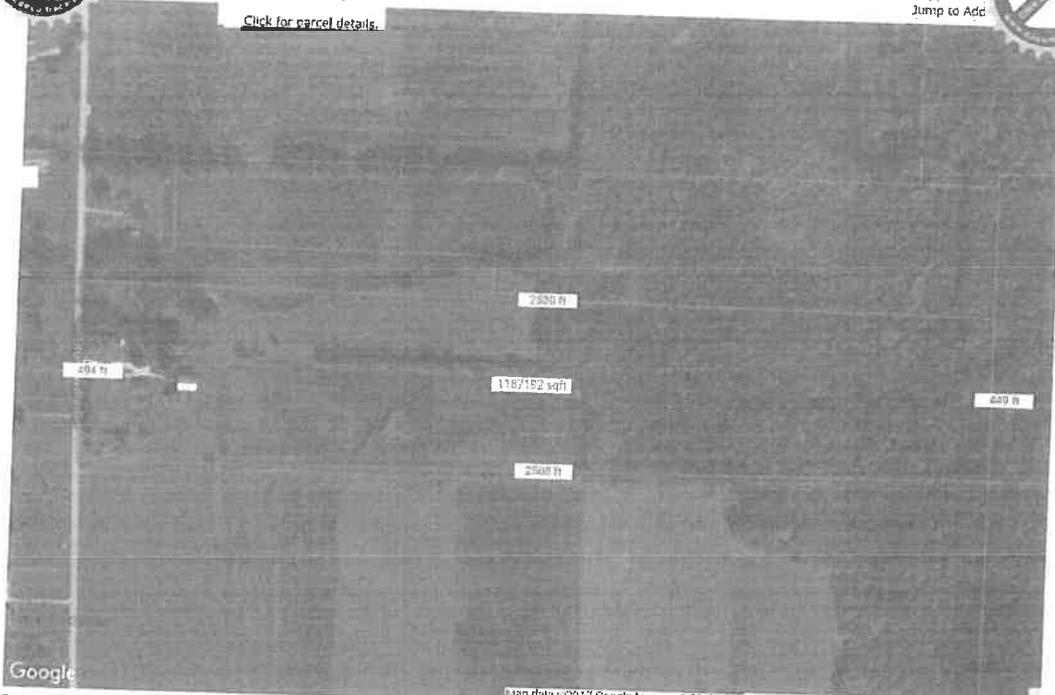
Checked 0

All - None - Page -

Critera

Map

Jump to Add



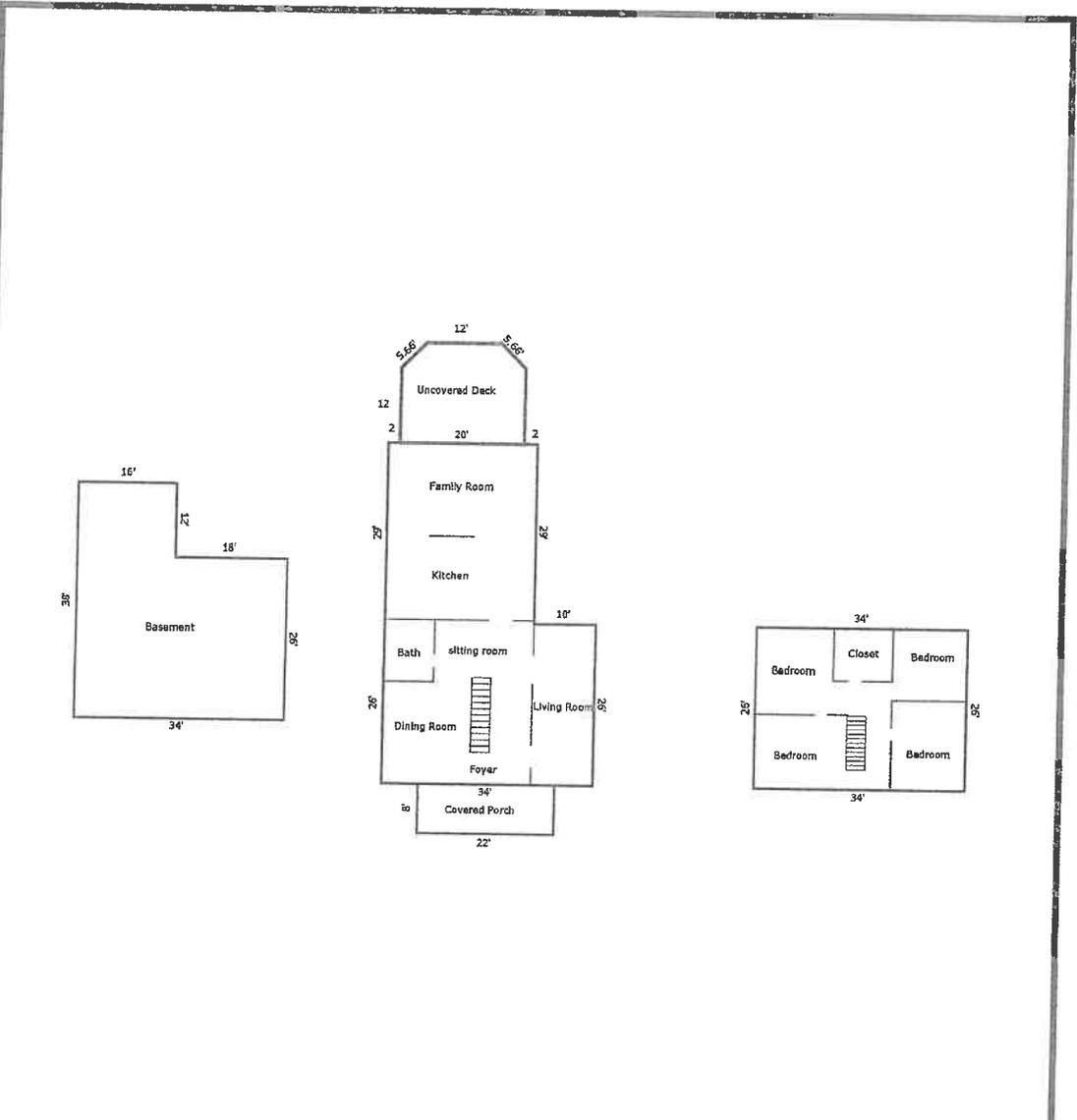
Status is one of 'Coming Soon', 'Active', 'Contingent', 'Pending'
County is 'Ashtabula'
City is 'Lenox'
Ordered by Status, Area, Current Price
Found 0 results in 0.09 seconds.

Map data ©2017 Google Imagery ©2017, Bing 268 ft

©2017 USDA | Report a map error

http://neohrex.mlsmatrix.com/Matrix/Results.aspx?c=AAEAAAD*****AQAAAAAAAAAQAQAAAFUAAAAGAgAAAAQyNDIxBgMAAAABMwYEA AAAAT... 1/1

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047

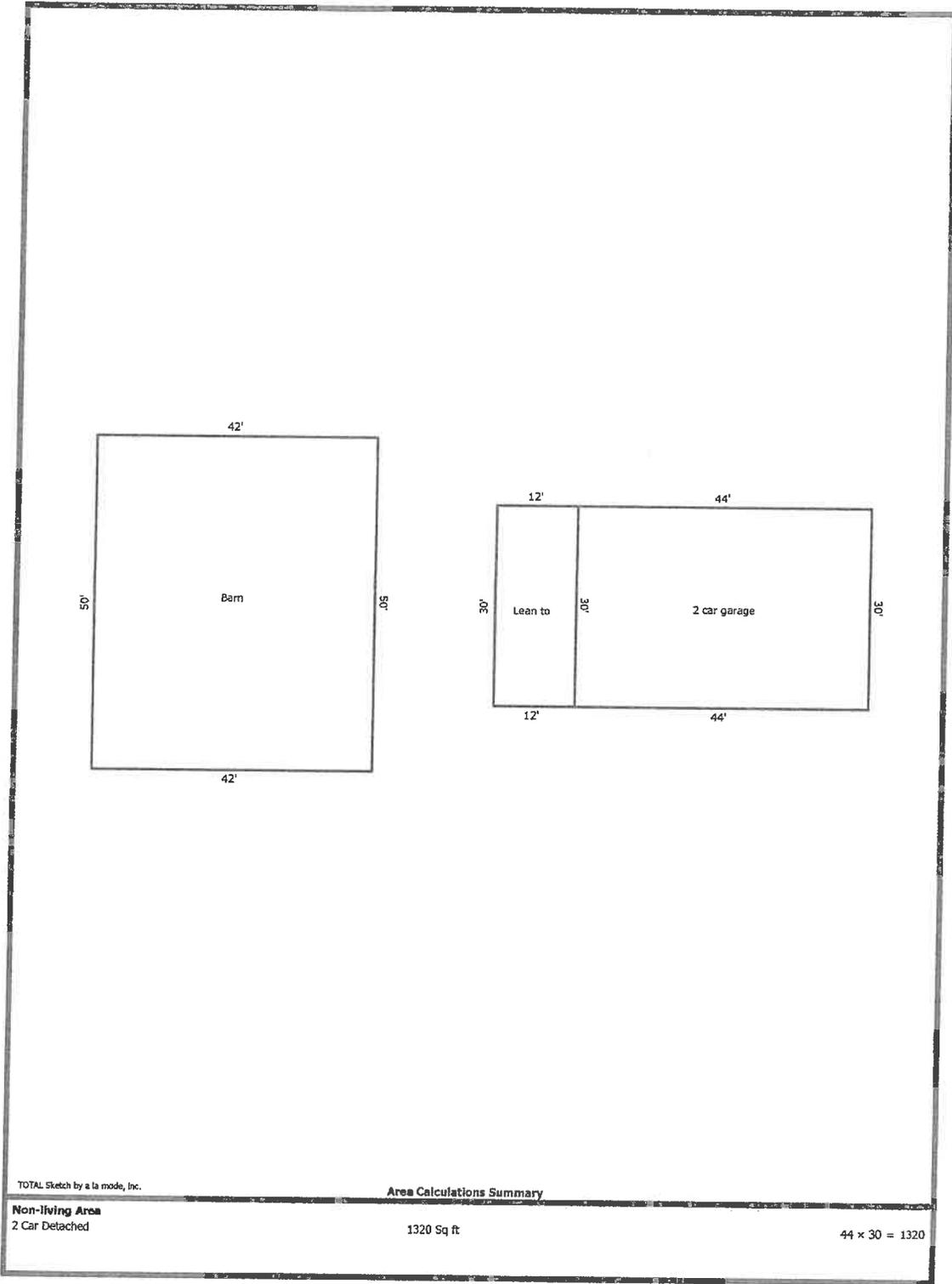


TOTAL Sketch by a la mode, Inc.

Area Calculations Summary

Living Area		Calculation Details
First Floor	1580 Sq ft	$24 \times 29 = 696$ $26 \times 34 = 884$
Second Floor	884 Sq ft	$34 \times 26 = 884$
Total Living Area (Rounded):	2464 Sq ft	
Non-living Area		
Open Porch	176 Sq ft	$8 \times 22 = 176$
Wood Deck	306.86 Sq ft	$20 \times 12.14 = 242.86$ $12 \times 4 = 48$ $0.5 \times 4 \times 4 = 8$ $0.5 \times 4 \times 4 = 8$
Basement	1076 Sq ft	$34 \times 26 = 884$ $16 \times 12 = 192$

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047



Borrower	Charles Johnston			State	OH	Zip Code	44047
Property Address	2042 Stumpville Rd						
City	Jefferson	County	Ashtabula	State	OH	Zip Code	44047
Lender/Client	Veterans United Home Loans/VA						

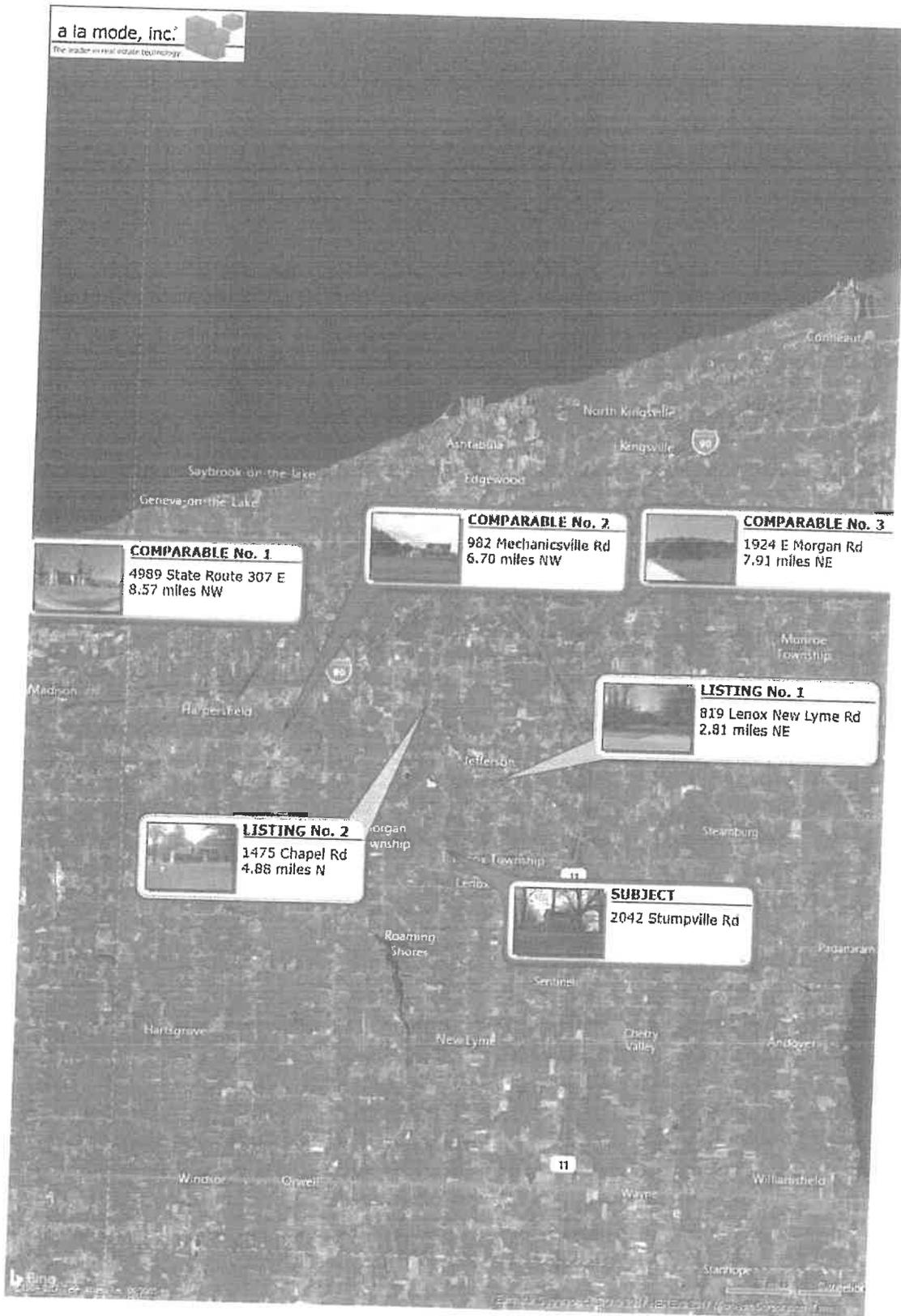
• URAR: Improvements - Condition of the Property

Water conditioning system. Newer gas furnace, new hardwood flooring in foyer, dining room and sitting area. Remodeled Kitchen has hickory cabinets, solid surface counter top, a center island with a breakfast bar, custom tile back splash and ceramic tile flooring. Family room has a gas freestanding fireplace and sliding glass doors that lead to the deck. Remodeled bath. Out building has heat, electric, insulated walls, concrete floor and a full loft. Additional updating to home include new gas fireplace in family room (2009), a/c, entrance doors, completely expanded and remodeled kitchen, newer electrical breaker panel, new basement concrete floor, wiring and lighting. Remodeled bath. Subject has an over sized 2 car garage with a work shop area.

• URAR: Sales Comparison Analysis - Summary of Sales Comparison Approach

The comparable search included all of the defined market area. The search was concentrated on competing Century Home dwellings of similar quality, condition, size, location and appeal. This search revealed a very limited comparable pool. The subjects rural location and lack of sales forced the search radius to be expanded into competing market areas. Realtor comments and interior photographs when provided were reviewed. The condition rating was based on the comments and photographs. Comparable 1 was listed as being completely remodeled in 2009. NOTE: this property was sold with a lot split from a main parcel of 75.91 acres. This split was verified with the Auditors real estate office. Comparables 2 and 3 are newer homes on larger sites from the subjects market area. Comparable 3 was inspected by the appraiser. No viable comparable were found to bracket the subjects site. Due to the subjects large lot size, lack of similar age comparables and a lack of viable similar comparables the gross adjustments have exceeded normal parameters. Comparable 1 was considered most similar in age and appeal. Therefore it carried the most weight in this report.

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH Zip Code 44047



Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA		Zip Code	44047	

InterFlood

by a la mode

Prepared for: Kocin Appraisal Services, Inc
 2042 Stumpville Rd
 Jefferson, OH 44047



MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: **39007C0285D**
 Zone: **X**
 Map Date: **December 18, 2007**
 FIPS: **39007**

MAP LEGEND

- | | |
|---|---|
| <input type="checkbox"/> Areas inundated by 500-year flooding | <input checked="" type="checkbox"/> Protected Areas |
| <input type="checkbox"/> Areas inundated by 100-year flooding | <input checked="" type="checkbox"/> Floodway |
| <input type="checkbox"/> Velocity Hazard | <input type="checkbox"/> Subject Area |

Powered by CoreLogic®

Report Verification

This appraisal report has been electronically signed. It is as valid and legally enforceable as a wet ink signature on paper. In addition, advanced third party identify verification from Equifax has been used to ensure that the appraiser signing this report is really who they say they are. You can also verify that the salient data points of the report have not been altered in any way.

To verify the integrity of this document:

1. Visit esign.alamode.com/verify
2. Enter the Serial Number and Signer Name for this document listed below and click Verify.
3. A verification report will be generated showing the profile of the appraiser(s) who signed the report, the date and time the signature were applied, and the salient data from the report at the time of signing.
4. Verify the salient data matches the data in this report to quickly reveal if any tampering has taken place.
5. Optionally, upload the PDF version of this report to confirm it exactly matches the report when it was signed.

The report below is an example of what you would see when verifying the report.

Salient Data:	
Date of Sale: 10/18/2017	Condition: C3
Borrower: Charles Johnston	Total Rooms: 9
Lender: Veterans United Home Loans/VA	Bedrooms: 4
Size (Sq.Ft): 2,464	Baths: 1.0
Price Per Square Foot: 115.26	Appraiser: Edward Kocin
Location: N;Res;	Effective Date of Value ("as of"): 11/27/2017
Age: 192	Final Opinion of Value: 293,000
Signer 1:	Signer 2:
Ed Kocin	
PO Box 115, Gates Mills, OH 44040-0115	
Signature:	Signature:
Serial #: 2A4586A6	Serial #:
Date Signed: 12/04/2017	Date Signed:

Form SDVERIFY2 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE


Serial# 2A4586A6
esign.alamode.com/verify



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

Mike DeWine, Governor
Jon Husted, Lt. Governor

Sheryl Maxfield, Director

July 28, 2021

**IN THE MATTER OF: Dennis N Ruck – SAI_0000429635
CASE NO.: 2018-547
NOTIFICATION OF FORMAL HEARING**

You are hereby notified that a formal hearing in the above matters, under the provisions of Chapter 119 of the Ohio Revised Code, has been scheduled for August 6, 2021.

Pursuant to Ohio Revised Code Section 119.09, on its own motion, the Division continues said date to **August 30, 2021**, at 10:00 a.m., at 77 South High Street, 22nd Floor, Columbus, OH 43215 as the date for said hearing. **Please arrive 15-20 minutes before your scheduled hearing time in order to be processed through building security. Also bring your government-issued photo identification to obtain a visitor badge. If you do not have the required identification, please contact the division at 614-466-4100 immediately to make arrangements for a staff escort.**

When a hearing date has been set, an extension may be granted to any party for good cause shown. (See Revised Code 119.09)

In accordance with Governor DeWine's Statement on the New CDC Mask Guidance, all attendees "who have been vaccinated no longer need to wear masks, while those who have not been vaccinated should still wear a mask and socially distance" at the hearing.

The investigation conducted in this matter revealed reasonable and substantial evidence of acts in violation of Chapter 4735 of the Ohio Revised Code. If violations are proved, the licensee's real estate license may be disciplined, including, but not limited to, the suspension or revocation of the license. The factual allegations which are to be considered at this formal hearing are as set forth in the attached Schedule A.

Settlement is an option in most cases. If you are interested in entering into a settlement agreement with the Division, please contact Division Counsel Kimberley Wells at 614-466-5032. If a settlement is finalized prior to the hearing date, the hearing will be cancelled.

Sincerely,

Anne M. Petit,
Superintendent

xc: Charles Carter, Assistant Attorney General
Mark L Rodio, Esq., Respondent's counsel
Loren Braverman, Hearing Officer
Charles & Susan Johnston, Complainants
Michael Banister, Investigator

RETURN RECEIPT REQUESTED

CERTIFIED MAIL # 7016 1370 0001 7350 4193 (C) and #7016 1370 0001 7350 4209 (R)

77 South High Street
20th Floor
Columbus, Ohio 43215
Webreal@com.state.oh.us

Anne M. Petit, Superintendent
An Equal Opportunity Employer and Service Provider

614-466-4100
Fax 614-644-0564
TTY/TDD 800-760-0750
com.ohio.gov/real



December 14, 2022

Dennis N Ruck
4970 Monroe Center Rd
Conneaut, OH 44030

Re: Case # 2018-547 Real Estate License File # SAL.0000429635

ADJUDICATION ORDER

Dear Mr. Ruck:

The above matter was presented to the Ohio Real Estate Commission at its December 7, 2022, meeting. The members of the Commission present were: Peter McLinden, Courtney Combs, Terry Hankner and Marlin Palich.

The question before the Commission was whether or not the real estate salesperson license of Dennis N Ruck, should be subject to disciplinary action for alleged violations of Revised Code 4735.18 as set out in the Schedule A of the Settlement Agreement (Settlement Agreement attached). The Ohio Real Estate Commission, upon review of the settlement agreement and testimony, adopted the Settlement Agreement entered into by Dennis N Ruck, and found the licensee to have violated the provisions described in the Schedule A of the Settlement Agreement.

Accordingly, it is ORDERED:

That the Ohio Real Estate Commission adopts the settlement agreement entered into by Dennis N Ruck, and he is found to have violated Revised Code 4735.18 as set out in the Schedule A of the Settlement Agreement. He is required to pay a one thousand (\$1000.00) dollar fine. He is also required to complete three (3) hours of additional education in the area of ethics and the twenty (20) hour post salesperson licensing course, to be completed within 90 days of the final order of the Ohio Real Estate Commission. Proof of completion shall be in the form of the education certificate and shall be submitted to the Division within 90 days.

AYE: COMMISSIONER MCLINDEN
COMMISSIONER COMBS
COMMISSIONER PALICH
COMMISSIONER HANKNER

NAY: NONE

THE ONE THOUSAND (\$1000.00) DOLLAR FINE IS DUE **JANUARY 13, 2023**. PROOF OF COMPLETION OF THE EDUCATION IS TO BE SUBMITTED TO THE DIVISION BY **MARCH 14, 2023**. PURSUANT TO OHIO REVISED CODE SECTION 4735.051(I)(5), THIS ADDITIONAL EDUCATION SHALL NOT COUNT TOWARDS YOUR CONTINUING EDUCATION REQUIREMENTS. FAILURE TO PROMPTLY PAY THE HEREIN ORDERED FINE OR COMPLETE AND SUBMIT THE REQUIRED EDUCATION WILL RESULT IN AN AUTOMATIC SUSPENSION OF YOUR REAL ESTATE LICENSE. PLEASE RETURN A COPY OF THIS ORDER ALONG WITH YOUR PAYMENT AND/OR EDUCATION CERTIFICATE TO ENSURE PROPER APPLICATION OF YOUR PAYMENT/ SUBMISSION.

PLEASE BE ADVISED, PURSUANT TO ORC 131.02, ANY UNPAID FINES WILL BE CERTIFIED TO THE OHIO ATTORNEY GENERAL'S OFFICE FOR COLLECTION. ANY DEBT NOT RESOLVED TIMELY WITH THE OHIO ATTORNEY GENERAL'S OFFICE MAY BE SUBJECT TO ADDITIONAL FEES AND INTEREST, LEGAL REMEDY AND/OR LOSS OF YOUR STATE INCOME TAX REFUND.

AS REQUIRED BY OHIO REVISED CODE SECTION 4735.051(G), THE COMMISSION GIVES NOTICE THAT UNDER SOME CIRCUMSTANCES AN INDIVIDUAL WHO HAS SUFFERED FINANCIAL LOSS BECAUSE OF THE ACTIONS OF A REAL ESTATE LICENSEE MAY BE ENTITLED TO PAYMENT OUT OF THE OHIO REAL ESTATE RECOVERY FUND. THERE ARE EXCLUSIONS AND SPECIFIC REQUIREMENTS THAT MUST BE FOLLOWED AS OUTLINED IN REVISED CODE SECTION 4735.12. FOR MORE INFORMATION, THOSE INDIVIDUALS AFFECTED SHOULD CONSULT A PRIVATE ATTORNEY.

OHIO REAL ESTATE COMMISSION
by:



Daphne Hawk,
Superintendent

xc: Charles & Susan Johnston, Complainants
Scott Lynch Esq., Complainants' Counsel
Mark L Rodio Esq., Respondent's Counsel
Loren Braverman Esq., Hearing Officer
Attachment
Legal File

CERTIFIED MAIL #7021 0950 0001 0579 5076 (C) and #7021 0950 0001 0579 5083 (R)

BEFORE THE OHIO REAL ESTATE COMMISSION

THE SUPERINTENDENT OF THE OHIO
DIVISION OF REAL ESTATE AND
PROFESSIONAL LICENSING,

CASE NO. 2018-547

v.

DENNIS N RUCK

SETTLEMENT AGREEMENT

This Agreement is entered into by and between (1) the State of Ohio, acting by and through the Superintendent of the Ohio Division of Real Estate and Professional Licensing, Ohio Department of Commerce (hereinafter “the Superintendent”) and (2) Dennis N. Ruck (hereinafter “Respondent”), currently a licensed real estate salesperson in the State of Ohio (License # SAL. 429635). Hereinafter, parties (1) and (2) are collectively referred to as “the parties.”

RECITALS

A. The Superintendent, as a result of an investigation conducted by the Division of Real Estate and Professional Licensing (“Division”), notified Respondent, via Notification of Formal Hearing dated July 28, 2021, that the Superintendent was proposing to take action against Respondent’s real estate salesperson’s license for violations of Ohio Revised Code (R.C.) 4735. In the same Notification of Formal Hearing, Respondent was advised that he was entitled to an administrative hearing. This hearing was originally scheduled for August 30, 2021.

B. The allegations in the Notification of Formal Hearing against Respondent as set forth in Schedule A are as follows (original and as amended):

**SCHEDULE A
CASE NUMBER 2018-547**

You, Dennis N. Ruck, a licensed real estate salesperson, (SAL.0000429635), did the following in 2017 and leading up to 2017 with respect to the property located at 2042 Stumpville Road, Jefferson, Ohio (hereinafter referred to as the “subject property”):

1. Failed to disclose previous water intrusion to the basement on the Residential Property Disclosure Form for the transaction in 2017 for sale of the subject property to Mr. and Mrs. Johnston in violation of ORC 4735.18(A)(9) as it incorporates ORC 4735.61 and ORC 4735.67(A) which prohibits a licensee from knowingly giving false information to any party in a real estate transaction and requires a licensee to disclose to any purchaser all material facts of which the licensee has actual knowledge pertaining to the physical condition of the property that the purchaser would not discover by a reasonably diligent inspection, including material defects in the property, respectively; and
2. Failed to obtain the necessary county permits for work you performed at the subject property prior to 2017 in violation of ORC 4735.18(A)(6) as it incorporates the Canons of Ethics for the Real Estate Industry, Article 4, which is dishonest or illegal dealing, gross negligence, incompetency or misconduct or gross negligence, incompetency or misconduct by a licensee such that the licensee fails to be knowledgeable of laws of Ohio pertinent to real estate.

The charges that were issued in the Formal Notice of Hearing issued on July 28, 2021 has been amended as follows:

**AMENDED SCHEDULE A
CASE NUMBER 2018-547**

You, Dennis N. Ruck, a licensed real estate salesperson, (SAL.0000429635), did the following in 2017 and leading up to 2017 with respect to the property located at 2042 Stumpville Road, Jefferson, Ohio (hereinafter referred to as the “subject property”):

1. Failed to disclose previous water intrusion to the basement on the Residential Property Disclosure Form for the transaction in 2017 for sale of the subject property to Mr. and Mrs. Johnston in violation of ORC 4735.18(A)(9) as it incorporates ORC 4735.61 and ORC 4735.67(A) which prohibits a licensee from knowingly giving false information to any party in a real estate transaction and requires a licensee to disclose to any purchaser all material facts of which the licensee has actual knowledge pertaining to the physical condition of the property that the purchaser would not discover by a reasonably diligent inspection, including material defects in the property, respectively.

C. The parties have agreed that the matter could be resolved, to the satisfaction of all parties, without a formal evidentiary hearing, and with considerable savings in terms of both time and monetary expense, and therefore, wish to enter into an agreement memorializing such resolution upon which only the parties can rely for all purposes.

WHEREAS, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. This Settlement Agreement (“Agreement”) represents a compromise between the parties for the full, complete and final settlement of all of their claims, differences, and causes of action with respect to the allegations contained in the Notification of Formal Hearing and Amended Schedule A restated in Recital B, above, and other related issues.

2. The parties agree that the terms of this Compromise and Agreement bind the parties hereto, and their members, assigns and successors in interest.

3. This Agreement constitutes the entire agreement between the parties, and no promises, conditions, or obligations whatsoever, either expressed or implied, other than those set forth herein, shall be binding on either party.

4. Respondent acknowledges lawful service and receipt of the Notification of Formal Hearing (hereinafter “Notice”) and Schedule A issued by the Division on July 28, 2021. Respondent stipulates to the jurisdiction of the Division and the Ohio Real Estate Commission in this matter.

5. For purposes of settlement only and as between the parties only, Respondent admits and consents to the Facts as stated in Amended Schedule A of the Notice, as set forth in Recital B. This Agreement is entered into pursuant to Ohio R. Evid. 408 (Compromise and Offers to Compromise) and is not admissible to prove liability for any claim in any other proceeding, including between the Complainants that initiated this action and Respondent. This Agreement is the settlement of disputed claims and does not constitute an admission of liability by Respondent.

6. For purposes of settlement only, Respondent admits that his conduct as set forth in Recital B constitutes a violation of Ohio Revised Code Section 4735.18(A)(9) as it incorporates ORC 4735.61 and ORC 4735.67(A).

7. In consideration of the mutual covenants set forth herein, solely for purposes of settlement of this matter before the Ohio Real Estate Commission, Respondent hereby agrees that the Ohio Real Estate Commission may impose a maximum sanction as follows:

- a. Completion of three (3) hours of additional education in the area of ethics;
- b. Completion of the twenty (20) hour post sales course; and
- c. Payment of a one thousand (\$1,000.00) dollar fine.

Respondent understands and acknowledges that any additional hours of education imposed by the Ohio Real Estate Commission shall not be credited to Respondent's continuing education requirements for the renewal of his real estate salesperson's license.

8. Subject to this settlement agreement being accepted and approved by the Ohio Real Estate Commission, Respondent hereby waives his right to an administrative hearing pursuant to R.C. Chapter 119, any right to reconsider under R.C. 4735.19, and any appeal in this matter to any judicial body in the State of Ohio having jurisdiction over this matter pursuant to R.C. Chapters 119 and 4735. After being fully advised of his rights under R.C. Chapter 4735 and R.C. 119, Respondent knowingly, voluntarily and intelligently waives those rights.

9. Respondent understands that this matter will be reviewed by the Ohio Real Estate Commission at its next regularly scheduled meeting, who may accept, reduce the sanction or reject this Agreement. As limited herein, Respondent reserves the right to address the Ohio Real Estate Commission, prior to its consideration of this Agreement, to present argument and testimony, either orally or in writing, for the sole purpose of mitigation.

10. This Agreement is subject to approval by the Ohio Real Estate Commission.

11. Respondent and the Division acknowledge that this Agreement, if accepted and adopted by the Ohio Real Estate Commission, shall become a final order.

12. Respondent hereby acknowledges and agrees that if the payment of the fine and/or proof of completion of the additional education, as imposed by the Ohio Real Estate Commission pursuant to paragraph 7 above, is not paid in full within thirty (30) days of the date of the Final Order of the Ohio Real Estate Commission or proof of completion of the education is not submitted to the Division within ninety (90) days of the date of the Final Order of the Ohio Real Estate Commission, Respondent's real estate salesperson's license shall be automatically suspended until such fine is paid in full and/or education is submitted and the license is reactivated pursuant to O.A.C. 1301:5-1-18 and O.A.C. 1301:5-1-19. If the

OHIO R. EVID. 408 SETTLEMENT – INADMISSIBLE IN EVIDENCE

Respondent does not properly reactivate his license within twelve (12) months of the date of the suspension, Respondent's real estate salesperson's license shall be automatically revoked pursuant to O.A.C. 1301:5-1-18.

13. In the event the Ohio Real Estate Commission does not approve this Agreement, Respondent has the right to an administrative hearing pursuant to R.C. Chapter 119.

14. Respondent and the Division acknowledge that they have had the opportunity to seek legal counsel and obtain representation and advice before executing this Agreement.

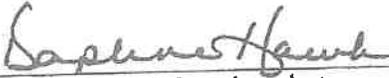
15. The undersigned have read this Agreement, understand all of its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this Agreement voluntarily, knowingly, and intelligently, and with full knowledge of its significance.

16. This Agreement may be signed in counterparts.

WHEREFORE, to show their agreement hereto, the parties and their counsel, if any, have hereunto set their hands on the dates set forth below.


DENNIS N. RUCK
Respondent

Date: 09/08/2022


DAPHNE HAWK, Superintendent
Division of Real Estate and Professional
Licensing
Ohio Department of Commerce

Date: 9.22.2022



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

Mike DeWine, Governor
Jon Husted, Lt. Governor

Sheryl Maxfield, Director

INSTRUCTIONS FOR SATISFYING DISCIPLINE:

FINES: Mail payments to: 6606 Tussing Rd
PO Box 4008
Reynoldsburg, OH 43068

*Please make checks or money orders payable to: Division of Real Estate

*Send a copy of the Adjudication Order and include case number on check or M.O.

EDUCATION: Email copies of education certificates to brenda.bryant@com.ohio.gov

SUSPENSION: You **may not do any activities** that require a license during your period of suspension. At the end of the suspension, you will not need to file any documentation for reactivation.

QUESTIONS: Please direct inquiries regarding disciplinary matters to Brenda Bryant 614-466-5513 or Kim Wells 614-466-5032.

I, Daphne Hawk, Superintendent of the Ohio Division of Real Estate and Professional Licensing, hereby certify that the foregoing is a true and exact reproduction of the original Adjudication Order, *Re: Dennis N. Ruck, Case No. 2018-547* of the Ohio Real Estate Commission entered on its journal, on the 7th day of December, 2022.



Daphne Hawk

Daphne Hawk, Superintendent
Ohio Division of Real Estate & Professional Licensing
December 14, 2022

CERTIFICATE OF SERVICE

A copy of the foregoing was served by mail to Mark Rodio, Pro Se Plaintiff's, this 14th day of June 2023

A handwritten signature in cursive script, appearing to read "Charles & Susan Johnston", written over a horizontal line.

Charles & Susan, Johnston
Plaintiff's

**AMENDED SCHEDULE A
CASE NUMBER 2023 CV 0168**

You, Dennis N. Ruck, a licensed real estate salesperson, (SAL.0000429635), did the following in 2017 and leading up to 2017 with respect to the property located at 2042 Stumpville Road, Jefferson, Ohio (hereinafter referred to as the "subject property"):

1. Failed to disclose previous water intrusion to the basement on the Residential Property Disclosure Form for the transaction in 2017 for sale of the subject property to Mr. and Mrs Johnston in violation of ORC 4735.18(A)(9) as it incorporates ORC 4735.61 and ORC 4735.67(A) which prohibits a licensee from knowingly giving false information to any party in a real estate transaction and requires a licensee to disclose to any purchaser all material facts of which the licensee has actual knowledge pertaining to the physical condition of the property that the purchaser would not discover by a reasonably diligent inspection, including material defects in the property, respectively; and

2. Failed to obtain the necessary county permits for work you performed at the subject property prior to 2017 in violation of ORC 4735.18(A)(6) as it incorporates the Cannons of Ethics for the Real Estate Industry, Article 4, which is dishonest or illegal dealing, gross negligence, incompetency or misconduct or gross negligence, incompetency or misconduct by a licensee such that the licensee fails to be knowledgeable of laws of Ohio pertinent to real estate.

3. Failed to hook up water drains from sink to septic system vs running to creek. In violation with county plumbing codes. Electrical code violation by not getting proper permits to the garage. Built the building with out proper permits due to section 1607 Lenox Township Zoning Resolution.

The following distance requirements for Oil storage tanks shall apply:

1. No permanent storage tanks or separator units shall be located nearer than 250 feet to any dwelling;

2. No dwelling shall be erected nearer than 250 feet to any permanent storage tanks or separator units;

3. No permanent storage tanks or separator units to any building or structure which may be used as a place of resort, assembly, education, entertainment, lodging, trade, manufacturing, repair, storage, trafficker occupancy by the public;

4. This building is built 172 feet from oil storage tank which is in complete violation of this code Section 1607.

Burden of proof allegation.

When a buyer agrees to accept property "as is" the seller is relieved of any duty to disclose latent defects. This being said, an "as is" contract relieves the seller on only of the duty of disclosing latent defects, it does not bar a buyer from asserting claims of fraudulent misrepresentation or fraudulent concealment. To prevail upon a claim of fraudulent concealment the injured party must establish.

- (1) actual concealment of a material: Dennis had shelving units blocking defects and piled up where a buyer cannot move them. Using hydraulic cement on stone walls.
- (2) with knowledge of the fact concealed: have paper showing things done in house for showing he poured concrete in basement with out permits from the county and he replaced windows in basement as well that leaked water into electrical breaker box. Plus he built the garage with out permits and no electrical inspections or septic hookups. built garage too close to oil storage tank. Have letter from township stating this.
- (3) an intent to mislead another into relying upon such conduct: Dennis made statement to Susan and I that the appraiser and inspector is the same person. If you look at contract for appraisal it says house has sump pump. This house never had a sump pump in 192 years, until we waterproofed the basement in july 2018.
- (4) followed by actual reliance thereon by such other person having the right to so rely; Dennis was the owner plus Realtor on this transaction. our realtor backed out and did not feel comfortable in working out of her area.
- (5) and with injury resulting to such person because of such reliance; We had to pump water out of basement, from a flood in spring 2018. We have pictures showing these defects plus we have the video of the walk thru when we looked at the house and another after the waterproofing was done. Spent thousands of dollars to get house back to code. Plumbing vent pipe for septic stoped below roof line. no gas cutoff within 3 feet of appliances. exposed electrical wiring under boards in attic and outside of house that went to barn.

CASE# 2018-547 Commera Dept. #6 This Proves the FRAUD. IN Settlement Agreement.

HOME IMPROVEMENTS IN RECENT YEARS

- 2009
GAS FIREPLACE IN FAMILY ROOM
- 2010
NEW CARRIER FURNACE WITH SETUP FOR AC
- 2011
CUSTOM OAK FRONT ENTRY DOOR (BAIRD LUMBER)
- 2012
AIR CONDITIONER
DISHWASHER
WASHER/DRYER (NEGOTIABLE)
PATIO/FIREPIT
ROOF REPLACED ON HOUSE
- 2013
ADDITION OF HICKORY CABINETS TO DOUBLE ISLAND SIZE
SOLID SURFACE COUNTERS
STONE BACKSPLASH
STAINLESS STEEL UNDERMOUNT SINK
LIGHTING
CARPET/PAINT FAMILY ROOM
- 2014
FIBERGLASS ENTRY DOOR IN FAMILY ROOM
CARPET IN MASTER BEDROOM/DRESSING ROOM
NEW WATER TANK AND SOFTENER
- 2015
SEPTIC PUMPED/ABOVE GROUND ACCESS ADDED
NEW VANITY, MIRROR, CABINET IN BATHROOM
- 2016
BASEMENT WINDOWS
CONCRETE MAIN PORTION OF BASEMENT, WIRING /LIGHTING
NEW HOT WATER TANK
NEW PORCH ROOF AND CEILING
REPAIRS TO BARN WALL AND RAMP
- 2017
New wood floor in dining room and front
entry area \$1500 Labor

- 3/2018 Carpet on stairs and landing
~~Instal~~ Insulation of attic \$2700
- 1/2018 wiring and lights in attic
- 5/2018 painting of the barn
new lights on outside of barn
- 7/2018 200 Amp service for house \$3000
- WATER PROOFING BASEMENT

1 BUYER The undersigned (1) Charles Johnston (2) Susan Johnston offers to buy the

2
3 PROPERTY located at 2042 Stumpville Rd, City Jefferson

4
5 Ohio, Zip Code 44047 Permanent Parcel No 290070001200

6 and further described as being: Residential Property

7
8 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
9 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
10 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
11 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
12 control unit, smoke detectors, garage door opener(s) and 2 controls; and all permanently attached carpeting.

13 The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
14 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
15 grill; fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s);
16 wood burner stove inserts; gas logs, and water softener. Also included: Gas Fireplace.

17
18
19 NOT included: _____

20
21
22 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
23 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or
24 before _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
25 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
26 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

27
28 **PRICE** BUYER shall pay the sum of \$ 284,000.00
29 Payable as follows:

30 Earnest money paid to Broker will be deposited in a non-
31 interest bearing trust account and credited against purchase price. \$ 1,000.00

32 Check to be deposited immediately upon acceptance of the offer.

33 Note to be redeemed within four (4) days after acceptance of the offer \$ _____

34 Cash to be deposited in escrow \$ _____

35 Mortgage loan to be obtained by BUYER \$ 283,000.00

36
37 CONVENTIONAL, FHA, VA, OTHER _____

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within seven days
39 after acceptance and shall obtain a commitment from _____ or such other lending institution
40 chosen by BUYER for that loan on or about TBD. If the closing cannot occur by
41 the scheduled closing date due to any government regulation or lender requirement, the date of closing shall be
42 extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days.
43 If, despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
44 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to
45 the BUYER without any further liability of either party to the other.

46 NOTE: In the event of a dispute between the SELLER and BUYER regarding the disbursement of the earnest
47 money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (a)
48 written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court
49 order that specifies to whom the earnest money is to be awarded. If within two (2) years from the date the earnest
50 money was deposited in the Broker's trust account, the parties have not provided the Broker with such written
51 release or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the
52 earnest money to the BUYER with no further notice to the SELLER

Page 1 of 6  (SELLER's initials)  BUYER's initials) Offer to Purchase 10/3/2015

the pending installation of escrow agent on or about _____ and title shall be transferred on or about TBD

POSSESSION SELLER shall deliver possession to BUYER on _____ (date) at _____ (time) AM PM, provided the title has transferred. Subject to BUYER'S rights, if any, the premises may be occupied by the SELLER free for XXXXXXXX days, plus an additional XXXXXXXX days at a rate of \$XXXXXXXXXXXX per day to be held in escrow from SELLER'S proceeds and distributed to BUYER after closing, with any excess refunded to SELLER if possession is delivered earlier.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from CHICAGO / VENTURE in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee), g) if SELLER is represented by Berkshire Hathaway HomeServices Professional Realty, a fee for brokerage services rendered as defined in Listing Agreement attached, h) the cost of preparation of the deed, and i) XXXXXXXXXXXXXXXXXXXX SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. The escrow agent shall withhold \$ XXXXXXXX from the proceeds due FOR SELLER for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; d) BUYER understands that, at the closing of any property purchased by BUYER through BROKER'S services, BROKER may receive some of BROKER'S compensation paid by the listing broker and some

Page 2 of 6 (SELLER'S initials) CSJ (BUYER'S initials) Offer to Purchase 10/3/20

117 Closing Disclosure (or any other settlement statement), and the Buyer(s) and Seller(s) hereby authorize and instruct
118 the escrow agent to send a copy to their respective Broker(s) promptly after closing, which the Broker(s) may share
119 with the other parties to the transaction.
120

121 In consideration of the brokerage services performed by BROKER for BUYER it is agreed that at the closing of any
122 property purchased by BUYER through the brokerage services of BROKER, BUYER shall pay to BROKER the sum
123 of \$265 as broker compensation. It is understood and agreed that this compensation shall be in addition to any
124 brokerage compensation paid to BROKER by the listing broker of such property
125

126 BUYER shall secure new insurance on the property as of the Closing.
127

128 **HOME WARRANTY** BUYER acknowledges the availability of a XXXXXXXX Limited Home Warranty
129 (with a deductible) which will will not be provided at a cost of \$ _____ charged to SELLER
130 BUYER in escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY will not
131 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider
132

133 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed CLOSING
134 DISCLOSURE
135 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.
136

137 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed CLOSING
138 DISCLOSURE
139 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.
140

141 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's
142 choice within the specified number of days after formation of a binding agreement. BUYER assumes sole
143 responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and
144 all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER
145 acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all
146 real property and improvements may contain defects and conditions that are not readily apparent and which may
147 affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and
148 in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to
149 exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the
150 condition and systems of the property. INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL
151 GOVERNMENT OR FHAVA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED
152 BELOW.

153 **WAIVER** SLJ (BUYER's initials) BUYER elects to waive each professional inspection to which BUYER has
154 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
155 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.
156

Choice	Inspection		Expense		
			BUYER's	SELLER's	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	GENERAL HOME	w/i _____ days after acceptance of offer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM	w/i _____ days after acceptance of offer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PEST/ WOOD DESTROYING INSECTS	w/i _____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY	w/i _____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE	w/i _____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON GAS	w/i _____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	w/i _____ days after acceptance of offer	<input type="checkbox"/>	<input type="checkbox"/>

172 After each inspection requested, BUYER shall have three (3) days to elect one or more of the following: a) remove
174 the inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) accept
175 the property subject to SELLER agreeing to have specific items that were either previously disclosed in writing by the
176

181 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment
182 to this AGREEMENT removing the inspection contingency and this AGREEMENT will proceed in full force and effect.
183 If the property is accepted, subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy
184 of the inspection report(s) and sign an Amendment to this AGREEMENT removing the inspection contingency and
185 identifying the defects that are to be repaired. SELLER and BUYER shall have three (3) days from SELLER's receipt
186 of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at
187 SELLER's expense. If a written agreement is not signed by SELLER and BUYER within those three (3) days, this
188 AGREEMENT is null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to
189 terminate this AGREEMENT based upon newly discovered material latent defects in the property, BUYER shall
190 provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual
191 release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to
192 the BUYER without any further liability of either party to the other or to Broker(s). The BUYER and SELLER can
193 mutually agree **IN WRITING** to extend the dates for inspections, repairs, or to exercise their right to terminate the
194 AGREEMENT. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any
195 conditions corrected by SELLER.
196

197 **LEAD-BASED PAINT** Yes No BUYER shall have the right to have a risk assessment or inspection of the
198 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's
199 expense within ten (10) days after formation of a binding agreement. (Intact lead-based paint that is in good condition
200 is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more
201 information.) In the event existing deficiencies or corrections are identified by the inspector in its written report,
202 BUYER shall have the right to terminate this AGREEMENT or request that the SELLER repair the specific existing
203 deficiencies noted on the written inspection report. In the latter event, BUYER agrees to immediately provide
204 SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report
205 and BUYER's request for repairs, SELLER will have the option to either agree to correct the deficiencies identified in
206 the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER
207 agrees to provide BUYER, prior to Title Transfer, with a certificate from a qualified risk assessor or inspector
208 demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER
209 may elect to terminate this AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this
210 right of inspection at any time without SELLER's consent.
211

212 BUYER HAS SLJ DM (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR
213 FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR
214 LEAD-BASED PAINT HAZARDS."
215

216 BUYER HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
217 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
218 AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER completing the
219 disclosure form and BUYER's review and approval of the information contained on the disclosure form within three
220 (3) business days from receipt.
221

222 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex
223 offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to
224 inquire with the local Sheriff's office. BUYER agrees to assume the responsibility to check with the local Sheriff's
225 office for additional information. BUYER will rely on BUYER'S own inquiry with the local Sheriff's office as to
226 registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.
227

228 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being purchased in
229 its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio
230 Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to
231 notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of
232 recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property
233 (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the
234 Residential Property Disclosure Form.
235

236 BUYER HAS SLJ DM (BUYER's initials) received a copy of the Residential Property Disclosure Form signed
237 by SELLER on _____ (date) prior to writing this offer
238

(SELLER's initials)

SLJ DM (BUYER's initials)

241 BUYER acknowledges _____ (BUYER's initials) SELLER will not complete or is exempt from
242 completing the Residential Property Disclosure Form pursuant to Ohio Rev. Code Section 5302.30.
243 SELLER shall pay all costs for the repair of any gas and/or water line leak found between the street and foundation
244 at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws
245 and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
246 agencies to inspect or correct any current building code or health violations, if applicable. BUYER and SELLER shall
247 have _____ () days after receipt by BUYER of all notices to agree in writing which party will be responsible
248 for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in
249 writing, this AGREEMENT can be declared null and void by either party.
250

251 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
252 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
253 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents
254 have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby
255 acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the
256 rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and
257 special assessments are approximate and not guaranteed. Please list any and all verbal representations made by
258 Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"):
259 _____
260 _____
261 _____

262 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent (10%) of the
263 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage (with
264 SELLER paying any deductible) and complete this transaction or may terminate this AGREEMENT and receive the
265 return of all deposits made. If such damage is less than ten percent (10%) of the purchase price, SELLER shall
266 restore the property to its prior condition.
267

268 **FAIR HOUSING LAWS** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the
269 Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease,
270 sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations
271 or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status
272 as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as
273 defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the
274 financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or
275 attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a
276 person or persons belonging to one of the protected classes.
277

278 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to the
279 last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON
280 BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
281 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this
282 AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed
283 binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual
284 conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
285 **This AGREEMENT is a legally binding contract, if you have any questions of law, consult your attorney.**
286

287 **ADDENDA** The additional terms and conditions in the attached addenda are made part of this AGREEMENT:
288 Agency Disclosure Form, Residential Property Disclosure Form, VA, FHA, FHA Home Inspection
289 Notice,
290 Condo, House Sale Contingency, House Sale Concurrency, Lead Based Paint
291 _____ Other
292

293 **The terms and conditions of any addenda supersede any conflicting terms in this AGREEMENT.**
294

295 **FULL SERVICE COMMITMENT** Buyer's and Seller's initials indicate that a full explanation of the services and
296 benefits available through Berkshire Hathaway HomeServices Professional Realty affiliated Mortgage and Title
297 services has been provided. _____ (Buyer) _____ (Seller).
298

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301
302 (BUYER Signature) (Date)
303 Susan Johnston
304 (Print BUYER Name)
305 1002 cherry wood ct., dieburne, TX 76033
306 (BUYER Address and ZIP Code)
307 jabbersue71@yahoo.com
308 (BUYER Email)

Susan Johnston
(BUYER Signature) (Date)
Susan Johnston
(Print BUYER Name)

(BUYER Phone No.)

309 **DEPOSIT RECEIPT** Receipt is hereby acknowledged of \$ _____ earnest money by check
310 note,
311 subject to terms of the above offer.

313 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs, the escrow agent to pay from

315 SELLER'S escrow funds a commission of none percent
316 (%)

318 of the purchase price to Berkshire Hathaway HomeServices Professional Realty (Broker)
319
320 14775 Pearl Road, Strongsville, OH 44136 (Address)

322 and _____ percent _____ of
323 the

325 purchase price to _____ (Broker)
326
327 _____ (Address)

328 as the sole procuring agents in this transaction.

329 **TITLE** is presently in the name of (please
330 print): Dennis Ruck Roberta A Peterson- Ruck

331 Denny Ruck 12/13/17
332 (SELLER Signature) (Date)

Roberta A. Peterson Ruck 12/13/17
(SELLER Signature) (Date)

334 Denny Ruck
335 (Print SELLER Name)
336 1 lawyers row, jefferson, OH 44047
337 (SELLER Address and ZIP Code)
338 dennyruck@gmail.com
339 (SELLER Email)

R Ann Peterson Ruck
(Print SELLER Name)
440-812-5245
(SELLER Phone No.)

340 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
341 Brokers or their agents and is not part of the terms of the Purchase Agreement.

Multiple Listing Information:	
<u>Denny Ruck</u> (Listing agent signature)	<u>DENNY RUCK</u> (Print listing agent name and license #)
<u>BHHSPRO</u> (Listing broker name)	<u>9396</u> (Listing broker office #)
<u>Denny Ruck</u> (Selling agent signature)	<u>DENNY RUCK 429635</u> (Print selling agent name and license #)
<u>BHHSPRO</u> (Selling broker name)	<u>9396</u> (Selling broker office #)



RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 06/16/2017
Owner's Initials  Date 06/16/2017

Purchaser's Initials  Date 9/8/17
Purchaser's Initials  Date 10/18/17



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301.5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 2042 Stumpville Road, Jefferson, OH 44047

Owners Name(s): R. Ann Peterson Ruck

Date: 06/16/2017

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 1986
If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [X] Yes
No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [X] Yes [] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: 2015 Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property?
Yes [] No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):
pump in 2015

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date
Owner's Initials [Signature] Date

Purchaser's Initials [Signature] Date 6/13/17
Purchaser's Initials [Signature] Date 6/13/17

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture seepage, moisture condensation, ice damming, sewer overflow backup, or leaking pipes, plumbing fixtures or appliances? Yes No
 If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
 If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
 If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
 If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials  Date _____
 Owner's Initials  Date _____

Purchaser's Initials  Date 10/18/17
 Purchaser's Initials  Date 10/18/17

I) **UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
 If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) **FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:** Yes No Unknown
 Is the property located in a designated flood plain? Yes No
 Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No

K) **DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No
 If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) **ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
 If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
 If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
 If "Yes", please describe: _____

List any assessments paid in full (date:amount) _____
 List any current assessments: _____ monthly fee _____ Length of payment (years _____ months _____)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
 If "Yes", please describe (amount): _____

M) **BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property? Yes No Yes No

1) Boundary Agreement	<input type="checkbox"/>	4) Shared Driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	5) Party Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

N) **OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:
Basin Roof may have leaks during Rain Fall OK

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials RDR Date _____
 Owner's Initials DR Date _____

Purchaser's Initials CJ Date 10/18/17
 Purchaser's Initials SLS Date 10/18/17

HOME IMPROVEMENTS IN RECENT YEARS

- 2009
GAS FIREPLACE IN FAMILY ROOM
- 2010
NEW CARRIER FURNACE WITH SETUP FOR AC
- 2011
CUSTOM OAK FRONT ENTRY DOOR (BAIRD LUMBER)
- 2012
AIR CONDITIONER
DISHWASHER
WASHER/DRYER (NEGOTIABLE)
PATIO/FIREPIT
ROOF REPLACED ON HOUSE
- 2013
ADDITION OF HICKORY CABINETS TO DOUBLE ISLAND SIZE
SOLID SURFACE COUNTERS
STONE BACKSPLASH
STAINLESS STEEL UNDERMOUNT SINK
LIGHTING
CARPET/PAINT FAMILY ROOM
- 2014
FIBERGLASS ENTRY DOOR IN FAMILY ROOM
CARPET IN MASTER BEDROOM/DRESSING ROOM
NEW WATER TANK AND SOFTENER
- 2015
SEPTIC PUMPED/ABOVE GROUND ACCESS ADDED
NEW VANITY, MIRROR, CABINET IN BATHROOM
- 2016
BASEMENT WINDOWS
CONCRETE MAIN PORTION OF BASEMENT, WIRING /LIGHTING
NEW HOT WATER TANK
NEW PORCH ROOF AND CEILING
REPAIRS TO BARN WALL AND RAMP
- 2017
New wood floor in dining room and front entry area



BERKSHIRE HATHAWAY
HomeServices
Professional Realty

Acknowledgement of Receipt

I acknowledge that I received a copy of the Consumer Guide to Agency Relationships in the State of Ohio. I understand that the receipt of this information in no way constitutes an agent/client relationship and that I have no obligation to Berkshire Hathaway Home Services Professional Realty or its' agents at this time.

Susan Johnston
Name (Please Print)

Susan Johnston 10/18/17
Signature Date

Charles Johnston
Name (Please Print)

Charles Johnston 10/18/17
Signature Date

ADDENDUM: A _____

This is an Addendum to the Purchase Agreement dated 10/18/2017
for the purchase and sale of the Property known as:

(Street Address) 2042 Stumpville Road

(City) Jefferson, Ohio (Zip Code) 44047

between susan johnston (Buyer) and

R. Ann Peterson Ruck and Denny Ruck (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):

Things To Stay
Bird Bath, Glider, Dehumidifier, Parlor & Entry Cabinetry, 3 Garage Benches, Misc stuff in
upstairs Barn including Coke Cola cooler, Metal conduit, Siding, Bench and some metal
cabinetry, Aerator,

[Signature] 10/18/17
BUYER DATE

Denny Ruck 10/18/17 11:00AM EDT
SELLER DATE SBT4-AMR1-JYGA-PFVP

Susan Johnston 10/18/17
BUYER DATE

Roberta A. Peterson Ruck 10/18/17
SELLER DATE



BERKSHIRE HATHAWAY
HomeServices
Professional Realty

OHIO CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Berkshire Hathaway Home Services Professional Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate Berkshire Hathaway Home Services Professional Realty 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.

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 below, acknowledging receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Representing the 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 "sub-agency" 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 who 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 Berkshire Hathaway HomeServices Professional Realty

Berkshire Hathaway Home Services Professional Realty offers 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 Berkshire Hathaway Home Services Professional Realty 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. Berkshire Hathaway Home Services Professional Realty 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 and that agent and Berkshire Hathaway Home Services Professional Realty will act as a dual agent but only if both parties agree.

As a dual agent 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 that 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 Berkshire Hathaway Home Services Professional Realty has listed. In that instance Berkshire Hathaway Home Services Professional Realty 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 Berkshire Hathaway Home Services Professional Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Berkshire Hathaway Home Services Professional Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

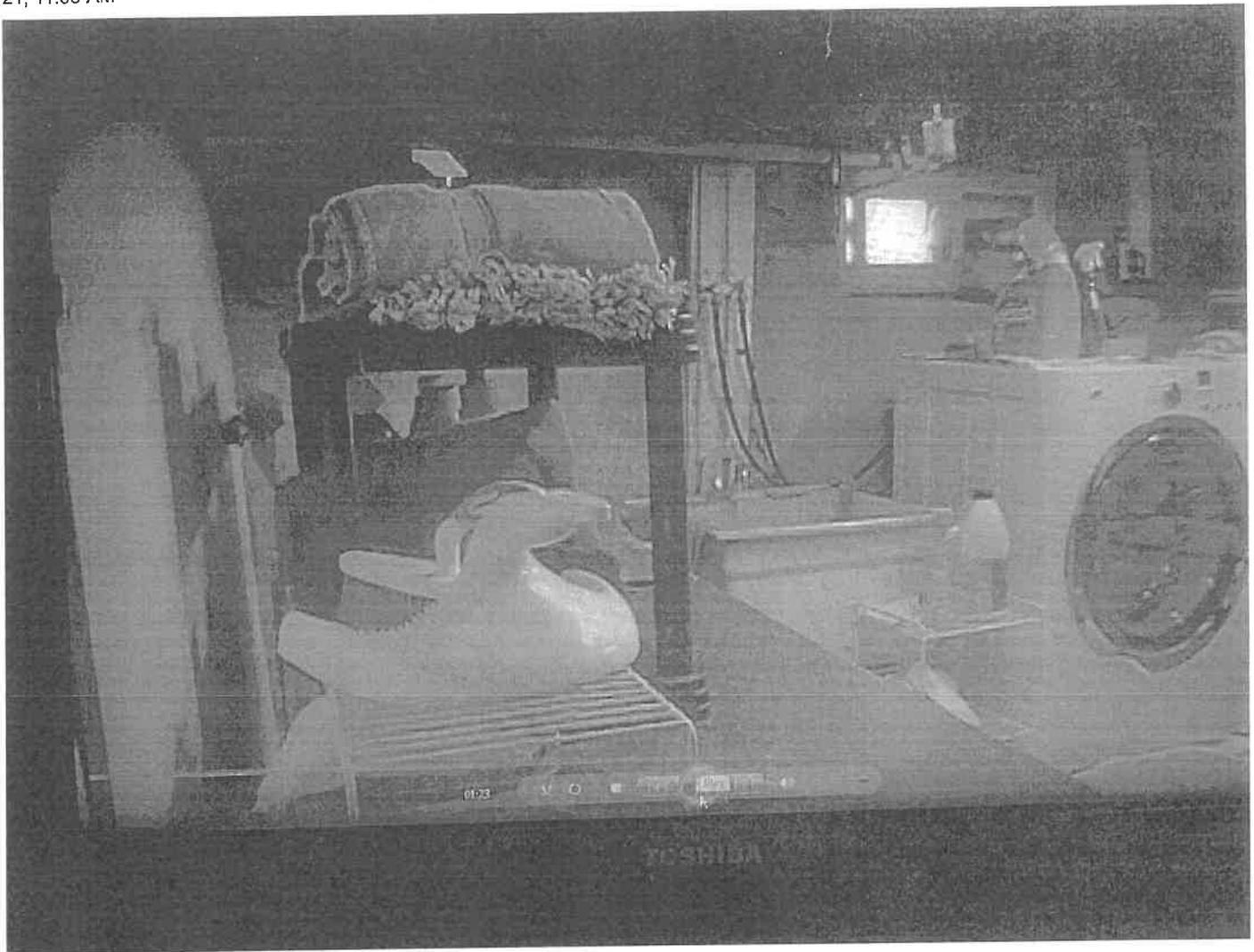
As a seller, you should understand that just because Berkshire Hathaway Home Services Professional Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Berkshire Hathaway Home Services Professional Realty will be representing your interests. When acting as a buyer's agent, Berkshire Hathaway Home Services Professional Realty 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, 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









Scott Lynch <scottlynch@lynch-lynch.com>

Pictures of basement on walk through 10-2017

1 message

Wed, Sep 29, 2021 at 1:34 AM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>







Scott Lynch <scottlynch@lynch-lynch.com>

Johnston

1 message

Wed, Sep 29, 2021 at 1:31 AM

Charles Johnston <chas1j65@yahoo.com>

To: Scott Lynch <scottlynch@lynch-lynch.com>, Charles Johnston <chas1j65@yahoo.com>

Video watch the last part it shows the wall that leaked was clearly hidden and no inspector would move all of that stuff on shelving to look for leaks. Even laundry room was wall to wall stuff.

Sent from Yahoo Mail for iPhone

 **IMG_3364.MOV**
16044K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Johnston Case House, request from mortgage company

1 message

Tue, Sep 28, 2021 at 11:06 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: michael.banister@com.state.oh.us <michael.banister@com.state.oh.us>
Sent: Thursday, March 19, 2020, 12:09:59 PM EDT
Subject: Johnston Case House, request from mortgage company

----- Forwarded Message -----

From: dennis ruck <dennyruck@gmail.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Saturday, October 28, 2017, 08:55:54 AM EDT
Subject: Re: House, request from mortgage company

Hi Charles, Thanks for sending contact number for loan officer, I will give him call on Monday. It's raining this morning and a little cool and Ann and me have some properties to look at today. Hopefully will find one we like today take care say hello to Susan and will talk soon Thanks Denny.

On Oct 27, 2017, at 10:00 PM, Charles Johnston <chas1j65@yahoo.com> wrote:

Dennis,

The mortgage company is wanting a water well test and need report. Also need a pest inspection for them to have if you have any questions you can contact Ben CHOI he is with veterans united loan officer his number is 800-814-1103 ext.3303

This is all I need from you if you want you can give me a call Saturday and we can talk.

P.S. We had sleet here today weird Texas weather.

Thank you

Charles Johnston

817-798-0845



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.)

Property Address: 2042 Stumpville Rd Jefferson Oh 44047

Buyer(s): Charles w Johnston Susan L Johnston

Seller(s): Dennis Ruck Roberta A Peterson-Ruck

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Denny Ruck and real estate brokerage BHHS PRO will

be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Charles w Johnston 10/18/17
BUYER/TENANT DATE
Susan L Johnston 10/18/17
BUYER/TENANT DATE

Dennis Ruck 10/18/17
SELLER/LANDLORD DATE
Roberta A Peterson-Ruck 10/18/17
SELLER/LANDLORD DATE



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

Purpose of Disclosure Form: This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. **POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

Owner's Statement: The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

OWNER INSTRUCTIONS

Instructions to Owner: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date 06/16/2017
Owner's Initials  Date 06/16/2017
06/15/17 2:35PM EDT

Purchaser's Initials  Date 10/18/17
Purchaser's Initials  Date 10/18/17



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 2042 Stumpville Road, Jefferson, OH 44047

Owners Name(s): R. Ann Peterson Ruck

Date: 06/16/2017

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 1986

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [X] Yes

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [] Yes [X] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? Yes [X] No []

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [] Yes [X] No

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [] Yes [X] No

Owner's Initials [Signature] Date []

Purchaser's Initials [Signature] Date 10/18/17

Property Address 2042 Stumpville Road, Jefferson, OH 44047

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed: _____

Have you ever had the property inspected for mold by a qualified inspector? Yes No
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No
If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

G) MECHANICAL SYSTEMS: Do you know of any previous or current problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

	YES	NO	N/A		YES	NO	N/A
1) Electrical	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8) Water softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Plumbing (pipes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is water softener leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Central heating	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9) Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Central Air conditioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Is security system leased?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11) Built in appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Other mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years): _____

H) PRESENCE OF HAZARDOUS MATERIALS: Do you know of the previous or current presence of any of the below identified hazardous materials on the property?

	Yes	No	Unknown
1) Lead-Based Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. If "Yes", indicate level of gas if known			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: _____

Owner's Initials RPR Date _____
Owner's Initials DR Date _____
06/15/17 2:35PM EDT

Purchaser's Initials SLJ Date 10/18/17
Purchaser's Initials SLJ Date 10/18/17

Property Address 2042 Stumpville Road, Jefferson, OH 44047

I) UNDERGROUND STORAGE TANKS/WELLS: Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property? Yes No
If "Yes", please describe: _____

Do you know of any oil, gas, or other mineral right leases on the property? Yes No

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.

J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:

Is the property located in a designated flood plain? Yes No

Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? Yes No Unknown

K) DRAINAGE/EROSION: Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property? Yes No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): _____

L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOMEOWNERS' ASSOCIATION: Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property? Yes No
If "Yes", please describe: _____

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property). Yes No
If "Yes", please describe: _____

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property? Yes No
If "Yes", please describe: _____

List any assessments paid in full (date/amount) _____ monthly fee _____ Length of payment (years _____ months _____)
List any current assessments: _____

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc. Yes No
If "Yes", please describe (amount): _____

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No

- 1) Boundary Agreement Yes No
- 2) Boundary Dispute Yes No
- 3) Recent Boundary Change Yes No

- 4) Shared Driveway Yes No
- 5) Party Walls Yes No
- 6) Encroachments From or on Adjacent Property Yes No

If the answer to any of the above questions is "Yes", please describe: _____

N) OTHER KNOWN MATERIAL DEFECTS: The following are other known material defects in or on the property: _____

BARN ROOF MAY HAVE LEAKS HEAVY RAIN FILL OK
For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials DR Date _____
Owner's Initials DR Date _____
06/15/17 2:35PM EDT

Purchaser's Initials SLJ Date 10/18/17
Purchaser's Initials SLJ Date 10/18/17

Property Address 2042 Stumpville Road, Jefferson, OH 44047

CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:	<i>RAnn Peterson Ruck</i>	<small>dotloop verified 06/19/17 10:36AM EDT MTKB-UICZ-PMUE-L2YA</small>
OWNER:	<i>Denny Ruck</i>	<small>dotloop verified 06/19/17 2:35PM EDT WNGA-U2MK-VN9Q-FBWW</small>

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at www.dnr.state.oh.us.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:	<i>Charles Johnston</i>	<i>10/18/17</i>
PURCHASER:	<i>Susan Johnston</i>	<i>10/18/17</i>



Scott Lynch <scottlynch@lynch-lynch.com>

Johnston Case Scott look at the disclosure form the dates Dennis and Ann Signed are in June 2017?

1 message

Tue, Sep 28, 2021 at 11:04 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: michael.banister@com.state.oh.us <michael.banister@com.state.oh.us>
Sent: Thursday, March 19, 2020, 11:17:10 AM EDT
Subject: Johnston Case

Mr. Bannister,

It was a pleasure speaking with you this morning attached is the paperwork that you requested. Let us know when you get it please.

Sincerely, Charles and Susan Johnston

 **Scan 12.pdf**
4334K

9/30/21, 11:29 AM

LYNCH & LYNCH CO LPA Mail - Written Letter of complaint Johnston



Scott Lynch <scottlynch@lynch-lynch.com>

Written Letter of complaint Johnston

1 message

Tue, Sep 28, 2021 at 10:57 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: ACBR2014@aol.com <acbr2014@aol.com>
Sent: Monday, April 8, 2019, 01:34:16 PM EDT
Subject: Written Letter of complaint Johnston

Attached is the letter of written statement against realtor Dennis N Ruck at Berkshire Hathaway in Jefferson ohio.

Thanks Charles Johnston

 **Scan 28.pdf**
2345K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Johnston, Case

1 message

Tue, Sep 28, 2021 at 10:51 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: michael.banister@com.state.oh.us <michael.banister@com.state.oh.us>
Sent: Friday, November 16, 2018, 11:31:04 AM EST
Subject: Johnston, Case

Here is the second letter from the neighbor next door. Let me know when you get this thanks.

Charles Johnston

817-798-0845

 **Scan 20.pdf**
1626K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Complaint #2018-547

1 message

Tue, Sep 28, 2021 at 10:51 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: michael.banister@com.state.oh.us <michael.banister@com.state.oh.us>
Sent: Thursday, November 8, 2018, 12:01:35 PM EST
Subject: Re: Complaint #2018-547

Attached is one letter from a neighbor, that also bought property from Dennis Ruck.

On Thursday, November 1, 2018, 12:32:41 PM EDT, michael.banister@com.state.oh.us <michael.banister@com.state.oh.us> wrote:

Good afternoon Mr. and Mrs. Johnston,

Per your request, I am sending this e-mail so you will have my e-mail address, but you should already have it. After reviewing the case folder of your complaint, I see that I previously e-mailed you 09/17/18 and 09/20/18 regarding mediation. As we discussed on the telephone, please have any witness statements signed by the witness with their contact telephone number included. Feel free to contact me whenever you have questions or concerns. Prior to concluding my investigation, I will contact you to conduct a phone interview at which time we will discuss your complaint against Respondent Ruck in detail. Thank you.

Sincerely,



**Department
of Commerce**

Michael D. Banister
Investigator
Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High St, 20th Fl, Columbus, OH 43215-6133

☎ 614-728-6841

7 614-644-0584

✉ michael.banister@com.state.oh.us



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Mediation 2018-547

1 message

Tue, Sep 28, 2021 at 10:49 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, October 9, 2018, 06:25:38 PM EDT
Subject: Re: Mediation 2018-547

I have a question for you Kelly. If I get letters from the neighbors about Dennis, would that help about his character and how he treated his neighbors? We just met 3 more neighbors and they voluntarily told my wife and I how bad he was. Do I need to get notarized letter from each of them to have for mediation? I went to the court house today to verify what the neighbors were talking about on. How he took advantage of a dying man and got the property way under the price he got it for. Please let me know so I can get the information from neighbors.

Thank you:

Charles Johnston

On Friday, September 28, 2018, 11:15:49 PM EDT, Charles Johnston <chas1j65@yahoo.com> wrote:

Attached is the signed form. Thank You

Charles Johnston

On Friday, September 28, 2018, 4:08:55 PM EDT, Kelly.Neer@com.state.oh.us <Kelly.Neer@com.state.oh.us> wrote:

Mr. & Mrs. Johnston,

Attached please find the Notice of Informal Mediation and the Agreement to Mediate. Please sign the Agreement to Mediate and return it to me prior to the start of the mediation. Also, please let me know what phone number to use to reach you on the day of the mediation. Please feel free to contact me if you have questions.

Sincerely,



**Department
of Commerce**

Kelly Joseph Neer
Registration and Resolution Section –External Auditor
Ohio Department of Commerce
Ohio Division of Real Estate & Professional Licensing

Additional Broker Commission/ Processing / Admin Fee(Seller)

Other

Government Recording & Transfer Charges

\$ 228.00

Recording (estimate)

Conveyance Fees

\$ 1,136.50

Payoff(s)

1st Payoff to (lender)

2nd Payoff to (lender)

Miscellaneous

Pest Inspection Fee to

Survey Fee to

Homeowner's Insurance Premium to

Home Inspection Fee to

Home Warranty Fee to

HOA Dues to

Transfer Fee to Management Co. to

Special Hazard Disclosure to

[Utility] Payment to

Assessments to

School Taxes to

City Taxes to

County Taxes to

Buyer Attorney Fee to

Seller Attorney Fee to

to:

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
\$ 4,962.66	\$ 284,000.00		\$ 286,063.75	\$ 286,305.41
		Subtotals		\$ -241.66
		Due From Buyer/Borrower		
		Due To Seller	\$ 286,063.75	\$ 286,063.75
\$ 279,037.34				
\$ 284,000.00	\$ 284,000.00	Totals		

Application Fee
 Origination Fee
 Underwriting Fee
 Mortgage Insurance Premium
 Prepaid Interest

Other Charges

Appraisal Fee to
 Credit Report Fee to
 Flood Determination Fee to
 Flood Monitoring Fee to
 Tax Monitoring Fee to
 Tax Status Research Fee to

Impounds

Homeowner's Insurance # of months @ per month:
 Mortgage Insurance # of months @ per month:
 City/Town Taxes # of months @ per month:
 County Taxes # of months @ per month:
 School Taxes # of months @ per month:
 Aggregate Adjustment

Title Charges & Escrow / Settlement Charges

\$ 380.00	Closing Fee	\$ 380.00
\$ 715.75	Owner's Title Insurance	\$ 715.75
	Lender's Title Insurance	\$ 100.00
\$ 300.00	Title Examination	
	Title Commitment	\$ 100.00
	Electronic Delivery Fee	\$ 50.00
\$ 50.00	Transfer Service Fee	
	Special tax search	\$ 50.00
	Insured Closing Premium	\$ 35.00
\$ 75.00	Deed Preparation	
	Location Survey	\$ 145.00
	Overnight Delivery/Courier	\$ 35.00
	Endorsement: Endorsements (9.0 + 8.1 + Survey)	\$ 225.00

Commission

Real Estate Commission to
 Real Estate Commission to
 Additional Broker Commission/ Processing / Admin Fee(Buyer)

Acknowledgment

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Chicago Title Agency of Northeast Ohio, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer

Buyer

Seller

Seller

Escrow Officer



Chicago Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Venture Land Title Agency, LLC
 Issuing Office: 34 S. Chestnut Street, Suite 500, Jefferson, OH 44047
 ALTA® Universal ID:
 Loan ID Number:
 Commitment Number: V177622
 Issuing Office File Number: V177622
 Property Address: 2042 Stumpville Road, Jefferson, OH 44047

SCHEDULE A

1. Commitment Date: October 31, 2017 at 07:59 AM
2. Policy to be issued:
 - (a) Proposed Insured: ALTA Own. Policy (06/17/2006)
Charles W. Johnston and Susan L. Johnston
Proposed Policy Amount: \$ 293,000.00
 - (b) Proposed Insured: ALTA Loan Policy (06/17/2006)
Mortgage Research Center, LLC
dba Veterans United Home Loans, ISAO/ATIMA
Proposed Policy Amount: \$ 293,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Dennis N. Ruck and Roberta Ann Peterson-Ruck aka Roberta Ann Ruck, as vested in the Joint and Survivorship Deed as recorded on January 13, 2017 in Book 628, Page 1557 and Executor's Deed as recorded March 14, 1986 in Volume 32, Page 6933 of Ashtabula County Records.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

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(06/01/2017)

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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFDV177622/46)



Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Deed from Dennis N. Ruck and Roberta Ann Peterson-Ruck to Charles W. Johnston and Susan L. Johnston
 - b. Mortgage from Charles W. Johnston and Susan L. Johnston to Mortgage Research Center, LLC dba Veterans United Home Loans, ISAOA/ATIMA, securing the principal amount of \$293,000.00
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Release of Mortgages and/or Liens in Schedule B, Section II if any.
7. A "Statement of Conveyance of Current Agricultural Use Valuation Property" Form DTE100 (signed by the Grantor) must accompany the sale deed when presented to the County Auditor for Transfer.
8. We will require that the full survey required by the Ashtabula County Engineer be completed before transfer of said real estate

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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFDV177622/46)

SCHEDULE B
(Continued)

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Easement, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by public records. Taxes or assessments for street improvements under construction or completed at Date of Policy which are a lien but not yet due and payable.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
8. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
9. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
10. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
12. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which

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ALTA Commitment for Title Insurance 8-1-16

(06/01/2017)

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(V177622.PFDV177622/46)

SCHEDULE B
(Continued)

may arise subsequent to the date of the Policy.

13. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto
14. Title to that portion of the insured premises within the bounds of any legal highways
15. Any inaccuracy in the specific quantity of acreage or square footage of land contained on any survey, if any, or contained within the legal description of premises insured herein.
16. Taxes and assessments for the first half year 2016 which are due February 2017 for Parcel No. 290070001200 are paid in the amount of \$1,162.26. Taxes and assessments for the second half year 2016 which are due July 2017 for Parcel No. 290070001200 are paid in the amount of \$1,162.26.

The half year tax amount includes the following assessments:

- 1) Emergency Telephone Assessment in the amount of \$2.25 per half year.

Subject to Special Taxes and Assessments of any kind, if any.
Taxes for the Year 2017 are a lien, but not yet due or payable.

17. Oil and Gas Lease to Sun Oil Company, filed for record March 3, 1964 in Volume 64, Page 283 of Ashtabula County Records.
18. Declaration of Unitization and Consolidation for a Drilling Unit by Quaker State Oil and Refining Corporation, filed for record June 30, 1970 in Volume 79, Page 385 and re-recorded December 30, 1970 in Volume 80, Page 821 of Ashtabula County Records.

-And any amendments thereto.
19. Pipe Line Right of Way Grant to The East Ohio Gas Company, filed for record January 26, 1970 in Volume 688, Page 595 of Ashtabula County Records.
20. Gas Well Easement and Right to Use free Gas as contained in the Executor's Deed under a Will from Ralph Curie, Executor of Marie M. Corkrean, deceased to Dennis N. Ruck and Roberta Ann Ruck, filed for record March 14, 1986 in Volume 32, Page 6933 of Ashtabula County Records.
21. NOTE: The above Leases, Easements, and Right of Ways are subject to various assignments and conditions of record. We have made no examination as to the above leases, easements, or right of ways.
22. Open-End Mortgage from Dennis N. Ruck and R Ann Peterson Ruck aka Roberta Ann Ruck, husband and wife, to Andover Bank in the amount of \$154,000.00, filed for record May 22, 2008 in OR Book 434, Page 881 of Ashtabula County Records.
23. Open-End Mortgage from Dennis N. Ruck and Roberta Ann Ruck aka R. Ann Peterson-Ruck, husband and wife, to The Andover Bank in the amount of \$175,000.00, filed for record May 17, 2011 in Book 495, Page 1369 and re-recorded on May 19, 2011 in Book 495, Page 1655 of Ashtabula County Records.
24. Note: Subject to the right of the County of Ashtabula as to tax recoupment pursuant to Ohio Revised Code 5713.34, regarding conversion of subject premises to a use other than agricultural.
25. The Ashtabula County Engineers Office has required a full survey by a registered surveyor of the premises described herein before transfer of said real estate will be approved.
26. Rights of the public generally in and to the use of that portion of subject property used for roadway purposes.

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(06/01/2017)

ALTA Commitment for Title Insurance 8-1-16

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(V177622.PFD\177622\46)

SCHEDULE B
(Continued)

Note: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFDV177622/46)



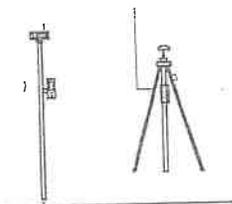
Chicago Title Insurance Company

EXHIBIT A PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

NEW SURVEY REQUIRED.

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335 CENTER STREET
ASHTABULA, OH 44004

JERRY SLAY, P.E., P.S.
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER

surveyor5298@yahoo.com
www.slaysurveying.com

PHONE: (440) 993-7205
FAX: (440) 992-9801

DECEMBER 7, 2017

LANDS OF DENNIS N. & ROBERTA ANN PETERSON-RUCK, AS RECORDED IN MICROFICHE
628-1557:

SITUATED IN LOT 2, LENOX TOWNSHIP, R3, T10, CONNECTICUT WESTERN RESERVE,
ASHTABULA COUNTY, OHIO:

BEGINNING AT A POINT IN THE CENTERLINE OF STUMPVILLE ROAD (TR 185, SECTION E, 60
FEET WIDE) WHERE IT INTERSECTS THE NORTH LINE OF LOT 19, SAID POINT BEING
NORTH 01 DEGREES 14 MINUTES 44 SECONDS WEST, 3198.62 FEET FROM THE CENTERLINE
OF FOOTVILLE-RICHMOND ROAD (CR 12 L-M, 60 FEET WIDE):

COURSE 1: THENCE NORTH 00 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE
CENTERLINE OF STUMPVILLE ROAD, 584.92 FEET TO THE SOUTHWEST CORNER OF JOHN
W. & DOROTHY M. CORKREAN (32-4184);

COURSE 2: THENCE NORTH 88 DEGREES 51 MINUTES 55 SECONDS EAST ALONG THE
SOUTH LINE OF CORKREAN, 30.39 FEET TO A 5/8" IRON PIN FOUND AND THENCE ON THE
SAME COURSE ALONG THE SOUTH LINE OF CORKREAN, 48.17 FEET TO A 5/8" IRON PIN
FOUND;

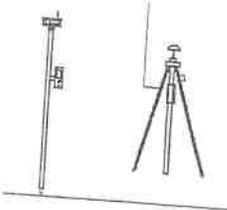
COURSE 3: THENCE SOUTH 02 DEGREES 31 MINUTES 21 SECONDS EAST, 59.08 FEET TO A
5/8" IRON PIN FOUND;

COURSE 4: THENCE NORTH 89 DEGREES 37 MINUTES 54 SECONDS EAST ALONG THE
SOUTH LINE OF SAID CORKREAN AND THE SOUTH LINE OF SAID CORKREAN (176-1645),
1135.16 FEET TO A 5/8" CAPPED IRON PIN SET IN THE WEST LINE OF SAID CORKREAN (437-
2330);

COURSE 5: THENCE SOUTH 01 DEGREES 52 MINUTES 41 SECONDS EAST ALONG THE WEST
LINE OF SAID CORKREAN, 40.18 FEET TO A 5/8" IRON PIN FOUND;

COURSE 6: THENCE NORTH 89 DEGREES 32 MINUTES 14 SECONDS EAST ALONG THE
SOUTH LINE OF SAID CORKREAN, 1222.07 FEET TO A 5/8" IRON FOUND IN THE WEST LINE
OF LOT 3 AND IN THE WEST LINE OF VINCENT E. & MICHELLE A. CHARLES (63-337);

COURSE 7: THENCE SOUTH 01 DEGREES 11 MINUTES 31 SECONDS EAST ALONG THE WEST
LINE OF LOT 3 AND THE WEST LINE OF CHARLES, 280.60 FEET TO A 5/8" IRON PIN FOUND
AT THE NORTHWEST CORNER OF ROBERT S. ST. JOHN (75-9269);



335 CENTER STREET
ASHTABULA, OH 44004

JERRY SLAY, P.E., P.S.
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER

surveyor5298@yahoo.com
www.slaysurveying.com

PHONE: (440) 993-7205
FAX: (440) 992-9801

COURSE 8: THENCE SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF ST. JOHN AND THE WEST LINE OF LOT 3, 200.05 TO A 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 19 AND THE NORTHEAST CORNER OF SPRINGER DAIRY FARM (446-178);

COURSE 9: THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF SPRINGER DAIRY FARMS AND THE NORTH LINE OF LOT 19 (PASSING THROUGH A 5/8" IRON PIN FOUND IN CONCRETE, 32.59 FEET FROM CENTERLINE) A TOTAL DISTANCE OF 2436.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 28.277 ACRES

BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY
AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED DECEMBER 7, 2017

INTENT IS TO UPDATE PPN 29-007-00-012-00
THE CAPPED IRON PIN SET STAMPED "SLAY 5298" IS 5/8" X 30"



Jerry Slay
12-20-17

ASHTABULA CO. ENGINEER
APPROVED
12-20-17 M.S.
SURVEY DEPT.



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a IL Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:

President

ATTEST

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance 8-1-16

(06/01/2017)

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(V177622.PFDV177622#46)

SCHEDULE A
(Continued)

CHICAGO TITLE INSURANCE COMPANY

Venture Land Title Agency, LLC

By: _____

Venture Land Title Agency, LLC

Signatory License No.: 610288

Title Agency License No.: 35316

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

(06/01/2017)

ALTA Commitment for Title Insurance 8-1-16

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(V177622.PFDW177622/46)



Chicago Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

(06/01/2017)

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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFD/V177622/A6)



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

(06/01/2017)

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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFDV177622/46)



Chicago Title Insurance Company

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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(06/01/2017)

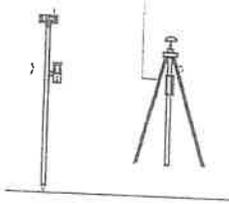
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ALTA Commitment for Title Insurance 8-1-16



(V177622.PFDV177622.46)



335 CENTER STREET
ASHTABULA, OH 44004

JERRY SLAY, P.E., P.S.
REGISTERED LAND SURVEYOR
REGISTERED PROFESSIONAL ENGINEER

surveyor5298@yahoo.com
www.slaysurveying.com

PHONE: (440) 993-7205
FAX: (440) 992-9801

DECEMBER 7, 2017

LANDS OF DENNIS N. & ROBERTA ANN PETERSON-RUCK, AS RECORDED IN MICROFICHE
628-1557:

SITUATED IN LOT 2, LENOX TOWNSHIP, R3, T10, CONNECTICUT WESTERN RESERVE,
ASHTABULA COUNTY, OHIO:

BEGINNING AT A POINT IN THE CENTERLINE OF STUMPVILLE ROAD (TR 185, SECTION E, 60
FEET WIDE) WHERE IT INTERSECTS THE NORTH LINE OF LOT 19, SAID POINT BEING
NORTH 01 DEGREES 14 MINUTES 44 SECONDS WEST, 3198.62 FEET FROM THE CENTERLINE
OF FOOTVILLE-RICHMOND ROAD (CR 12 L-M, 60 FEET WIDE):

COURSE 1: THENCE NORTH 00 DEGREES 53 MINUTES 26 SECONDS WEST ALONG THE
CENTERLINE OF STUMPVILLE ROAD, 584.92 FEET TO THE SOUTHWEST CORNER OF JOHN
W. & DOROTHY M. CORKREAN (32-4184);

COURSE 2: THENCE NORTH 88 DEGREES 51 MINUTES 55 SECONDS EAST ALONG THE
SOUTH LINE OF CORKREAN, 30.39 FEET TO A 5/8" IRON PIN FOUND AND THENCE ON THE
SAME COURSE ALONG THE SOUTH LINE OF CORKREAN, 48.17 FEET TO A 5/8" IRON PIN
FOUND;

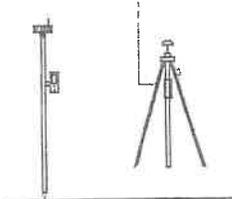
COURSE 3: THENCE SOUTH 02 DEGREES 31 MINUTES 21 SECONDS EAST, 59.08 FEET TO A
5/8" IRON PIN FOUND;

COURSE 4: THENCE NORTH 89 DEGREES 37 MINUTES 54 SECONDS EAST ALONG THE
SOUTH LINE OF SAID CORKREAN AND THE SOUTH LINE OF SAID CORKREAN (176-1645),
1135.16 FEET TO A 5/8" CAPPED IRON PIN SET IN THE WEST LINE OF SAID CORKREAN (437-
2330);

COURSE 5: THENCE SOUTH 01 DEGREES 52 MINUTES 41 SECONDS EAST ALONG THE WEST
LINE OF SAID CORKREAN, 40.18 FEET TO A 5/8" IRON PIN FOUND;

COURSE 6: THENCE NORTH 89 DEGREES 32 MINUTES 14 SECONDS EAST ALONG THE
SOUTH LINE OF SAID CORKREAN, 1222.07 FEET TO A 5/8" IRON FOUND IN THE WEST LINE
OF LOT 3 AND IN THE WEST LINE OF VINCENT E. & MICHELLE A. CHARLES (63-337);

COURSE 7: THENCE SOUTH 01 DEGREES 11 MINUTES 31 SECONDS EAST ALONG THE WEST
LINE OF LOT 3 AND THE WEST LINE OF CHARLES, 280.60 FEET TO A 5/8" IRON PIN FOUND
AT THE NORTHWEST CORNER OF ROBERT S. ST. JOHN (75-9269);



335 CENTER STREET
ASHTABULA, OH 44004

JERRY SLAY, P.E., P.S.
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PHONE: (440) 993-7205
FAX: (440) 992-9801

surveyor5298@yahoo.com
www.slaysurveying.com

COURSE 8: THENCE SOUTH 00 DEGREES 05 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF ST. JOHN AND THE WEST LINE OF LOT 3, 200.05 TO A 5/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 19 AND THE NORTHEAST CORNER OF SPRINGER DAIRY FARM (446-178);

COURSE 9: THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF SPRINGER DAIRY FARMS AND THE NORTH LINE OF LOT 19 (PASSING THROUGH A 5/8" IRON PIN FOUND IN CONCRETE, 32.59 FEET FROM CENTERLINE) A TOTAL DISTANCE OF 2436.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 28.277 ACRES

BEARINGS ARE TO AN ASSUMED MERIDIAN AND INDICATE ANGLES ONLY AS PER SURVEY BY JERRY SLAY, OHIO SURVEYOR NUMBER 5298 DATED DECEMBER 7, 2017

INTENT IS TO UPDATE PPN 29-007-00-012-00
THE CAPPED IRON PIN SET STAMPED "SLAY 5298" IS 5/8" X 30"



Jerry Slay
12-20-17

ASHTABULA CO. ENGINEER

A 12-20-17 mos **D**
SURVEY DEPT.

ASHTABULA COUNTY
DESCRIPTION
APPROVED FOR
CONVEYANCE

DATE: 12-21-17
BY: DAH
AUDITOR

9/30/21, 11:22 AM

LYNCH & LYNCH CO LPA Mail - Fw: More photos of basement



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: More photos of basement

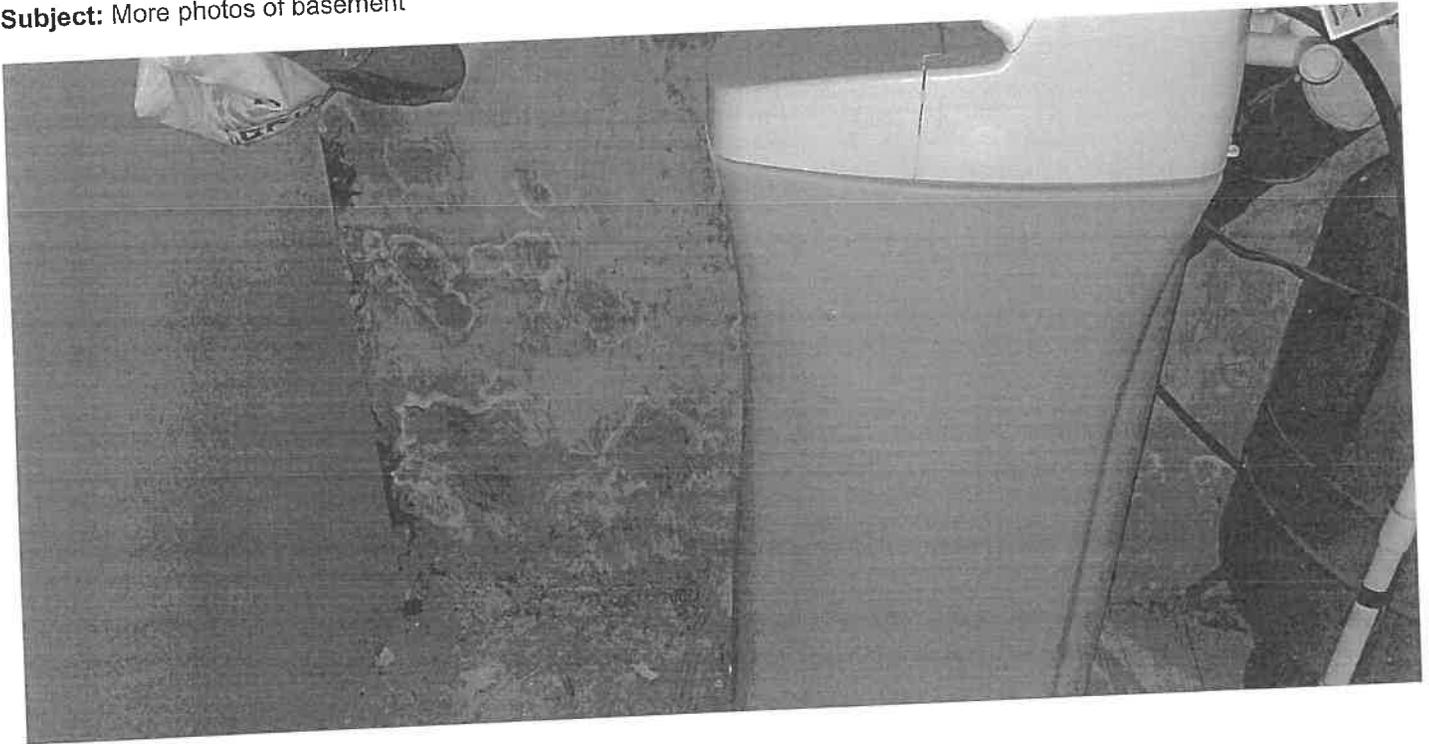
1 message

Tue, Sep 28, 2021 at 10:43 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

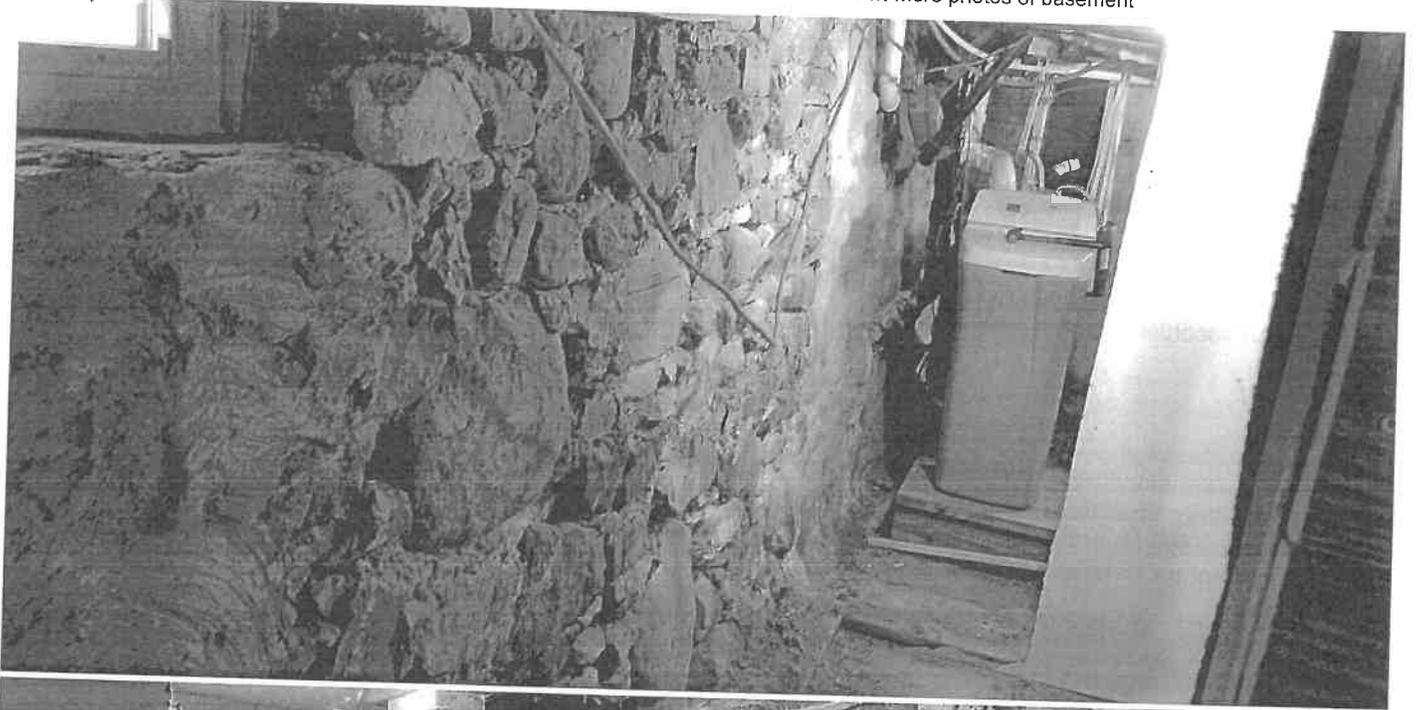
----- Forwarded Message -----

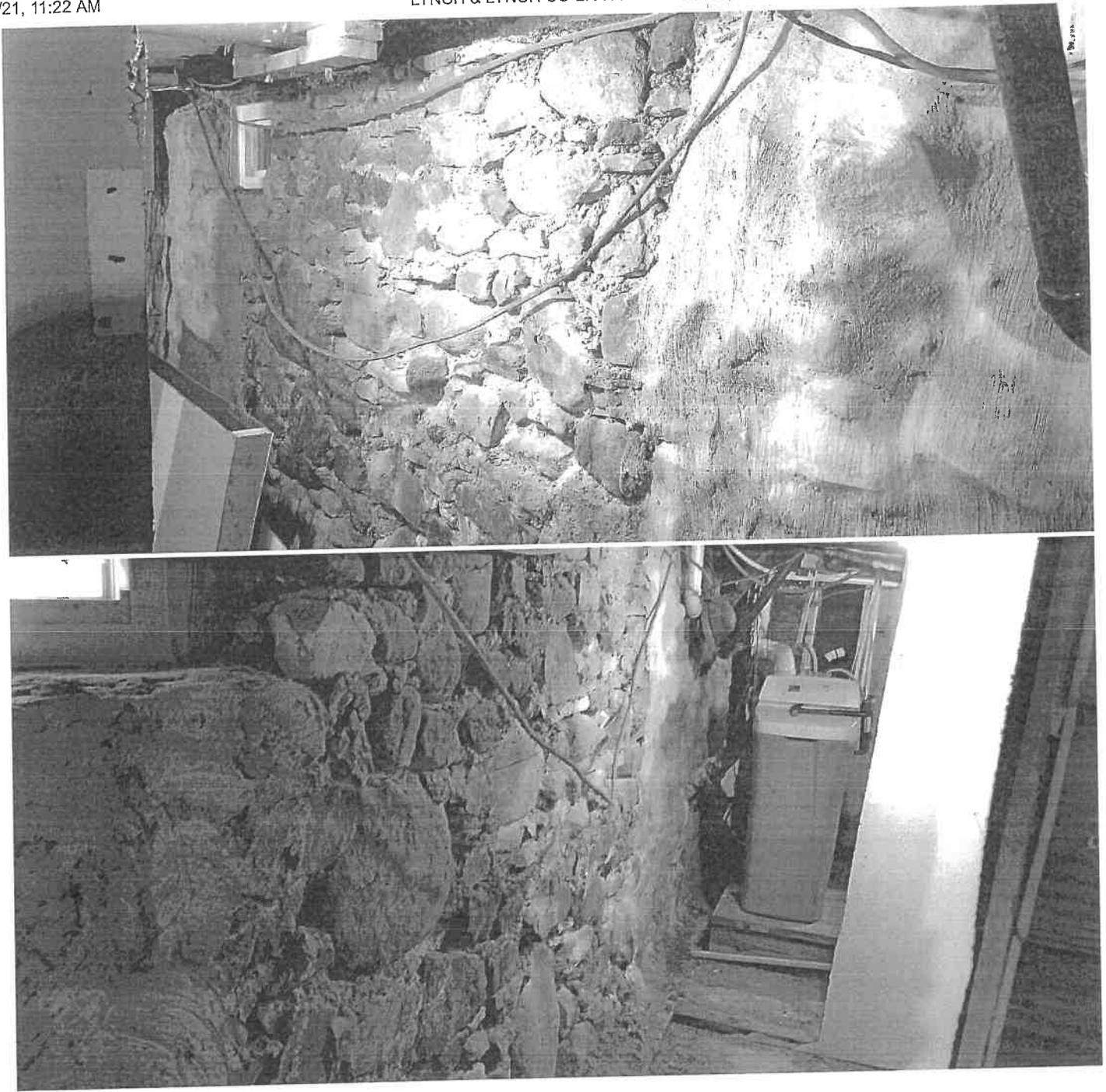
From: Charles Johnston <chas1j65@yahoo.com>
To: sandra.gagle@com.state.oh.us <sandra.gagle@com.state.oh.us>
Sent: Thursday, September 6, 2018, 08:15:44 PM EDT
Subject: More photos of basement



9/30/21, 11:22 AM

LYNCH & LYNCH CO LPA Mail - Fw: More photos of basement





As you can see on this wall where the hydraulic cement stops. This proves he hid the Problems of the walls.i had to remove a wall so Ohio waterproof can access wall and floor for work.

Sent from Yahoo Mail on Android



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Complaint # 2018-547 Johnston

1 message

Tue, Sep 28, 2021 at 10:46 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>**To:** sandra.gagle@com.state.oh.us <sandra.gagle@com.state.oh.us>; michael.banister@com.state.oh.us
<michael.banister@com.state.oh.us>**Sent:** Tuesday, September 11, 2018, 11:23:52 AM EDT**Subject:** Complaint # 2018-547 Johnston

Good morning,

Michael,

Here is the signed letter you requested for mediation. Please let me know if you receive this. We received it today in the mail, and getting it back to you asap. We are looking forward for your help in this matter.

Sincerely,

Charles and Susan Johnston

**Scan 11.pdf**
314K



BERKSHIRE HATHAWAY
HomeServices
Professional Realty

Anti-Fraud Disclosure Statement

Electronic communications such as email, text messages and social media messaging, are neither secure nor confidential. While **Berkshire Hathaway HomeServices Professional Realty** has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. **Berkshire Hathaway HomeServices Professional Realty** will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.

If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM Berkshire Hathaway HomeServices Professional Realty**, do not respond to it and immediately contact **Berkshire Hathaway HomeServices Professional Realty**. Such requests, even if they may otherwise appear to be from Berkshire Hathaway HomeServices Professional Realty, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

To notify **Berkshire Hathaway HomeServices Professional Realty** of suspected fraud related to your real estate transaction, contact: **operations@bhhspro.com** or **513.755.4400**.

ACKNOWLEDGMENT: I/we have read this Anti-Fraud Disclosure Statement and understand that **Berkshire Hathaway HomeServices Professional Realty** will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

Susan Johnston 10/18/17
Signature (Date)

Clara Johnston 10/18/17
Signature (Date)

Denise P. [Signature] 10/18/17
Signature (Date)

Robert R. Peterson 10/18/17
Signature (Date)

Buyer Contact Information Sheet

JE171665MOV

Charles W. Johnston

Susan L. Johnston

Home: _____
Cell: 817 798 0845
Email: CHASIJ65@YAHOO.COM

Home: _____
Cell: 817 905 1271
Email: Jabbersue71@YAHOO.COM

MARITAL STATUS:

- married to other buyer
 unmarried
 married, spouse's name is: _____

MARITAL STATUS:

- married to other buyer
 unmarried
 married, spouse's name is: _____

Lender Information, if you are financing your purchase:

Company and/or Loan Officer: VETERANS United Home Loans Ben Choi
Email: BEN@VU.COM
Phone Number: 800 814 1103

*(Please inform lender that we are handling your transaction and instruct them to send their order to us.)

Home Owner's Insurance Information (if lender involved):

Company and/or Agent Name: LIBERTY Mutual CHRIS
Email: _____
Phone Number: 440-855-1042

Do you want Closing Protection Coverage? (\$20.00 charge if lender/\$40 if no lender) YES NO
NOTE: Closing Protection Coverage is a state-mandated offering that, if you opt to purchase it, is remitted by us entirely to our Underwriter, and which indemnifies you against loss you may suffer as a result of theft, misappropriation, fraud, or failure to comply with closing instructions. If you elect to purchase this coverage it will be more thoroughly explained to you by documentation you will sign at the time of closing this sale.

Deed Preparation Information:

Property owners will be (if unchanged from the purchase agreement then leave blank):

If more than one owner, do you want survivorship language on the deed? YES NO

I/we hereby authorize Chicago Title Agency of Northeast Ohio, Inc. to obtain any and all information necessary to complete our transaction, including but not limited to the items listed on this document.

Charles W. Johnston
Charles W. Johnston

Susan L. Johnston
Susan L. Johnston

SSN: _____

SSN: _____

CURRENT AGRICULTURAL USE VALUATION INFORMATION
(CAUV PROGRAM)

THE PROPERTY BEING PURCHASED IS CURRENTLY BEING TAXED UNDER THE ASHTABULA COUNTY CAUV PROGRAM. PLEASE SIGN ONE OF THE FOLLOWING STATEMENTS INDICATING YOUR CHOICE:

1) THE BUYER WILL CONTINUE FARMING THE PROPERTY UNDER THE CURRENT CAUV PROGRAM GUIDELINES AND AGREES TO FILL OUT THE REQUIRED DOCUMENTS WITH THE ASHTABULA COUNTY AUDITOR IN ORDER TO REMAIN ON THE PROGRAM.

Charles W. Johnson _____ 12-8-17
SIGNATURE DATE

Susan L. Johnson _____ 12-8-17
SIGNATURE DATE

2) THE BUYER DOES NOT INTEND TO CONTINUE THE REQUIREMENTS IN ORDER TO STAY ON THE CAUV PROGRAM (CHICAGO TITLE AGENCY WILL NEED INSTRUCTIONS IN WRITING STATING WHICH PARTY, BUYER OR SELLER, WILL BE RESPONSIBLE FOR PAYING THE RECOUPAGE AMOUNT TO THE COUNTY.)

SIGNATURE DATE

SIGNATURE DATE

I, _____, will be responsible for paying the CAUV recoupage due to the Ashtabula County Treasurer's office.

SIGNATURE DATE

File No./Escrow No.:

Print Date & Time:

Thursday 9th of November 2017 12:34:58 PM
Eastern Time

Officer/Escrow Officer:

Chicago Title Agency of Northeast Ohio, Inc.



**Chicago
Title Agency**

Settlement Location:

Chicago Title Agency of Northeast Ohio, Inc.
60 N. Chestnut St.
Jefferson, OH 44047
(440) 576-8045
jim@ctaneo.com

Property Address:

2042 Stumpville Road, Jefferson, OH, United States

Buyer:

Seller:

Settlement Date: 12/29/2017

Disbursement Date: 12/29/2017

Additional dates per state requirements:

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$ 284,000.00	Sales Price of Property	\$ 284,000.00	
		Personal Property		
		Deposit Including Earnest Money		
		Loan Amount		\$ 284,000.00
		Existing Loan(s) Taken subject to		
		Seller Credit		
		Excess Deposit		
		Prorations/Adjustments		
		City Property Tax from to		
\$ 2,305.41		County Property Tax from 01/01/2017 to 12/29/2017		\$ 2,305.41
		School Property Tax from to		
		Collections		
		HOA Dues from (date) to (date)		
		Seller Credit		
		Loan Charges to Lender		
		Points		



Chicago Title Agency of Northeast Ohio, Inc.

Title Insurance and Escrow Services

60 North Chestnut Street
Jefferson, Ohio 44047

Office Hours:
Monday-Friday, 8:30 – 5:00
www.ctaneo.com

Phone: (440) 576-8045
Fax: (440) 576-4003

December 7, 2017

Charles W. Johnston and Susan L. Johnston
1002 Cherrywood Court
Cleburne, TX 76033

RE: Our order # JE171665MOV
2042 Stumpville Road, Jefferson OH 44047

Dear Charles W. Johnston and Susan L. Johnston:

We have been selected as the title insurance and escrow agent for the purchase of the above described property. We appreciate your business and look forward to serving you! We will do our best to make the completion of your purchase as easy for you as possible. To assist us, we ask that you take a few minutes to review and complete the attached form(s). This will help us to contact you quickly and complete your purchase efficiently. When completed, please either mail the forms back to us, fax them to us at (844) 576-4003, or scan and email them to michelle@ctaneo.com.

I am your Escrow Officer. If you have any questions, you can call me at (440) 576-8045 or email me at michelle@ctaneo.com Although I may not always be able to answer the phone we will always respond to you by phone or email the same day you call.

Thank You,

Michelle Olson, Escrow Coordinator
Chicago Title Agency of Northeast Ohio, Inc.

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 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 broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another 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 an attorney or to:

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





9/30/21, 11:15 AM

LYNCH & LYNCH CO LPA Mail - Fw: Electric panel box water droplets inside look close

Look close behind wires. Also is the demand letter ready?

Sent from Yahoo Mail on Android

Tue, Sep 28, 2021 at 10:39 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

[Quoted text hidden]



Frantz Ward LLP | 200 Public Square | Suite 3000 | Cleveland, OH 44114
Direct (216) 515-1640 | Fax (216) 515-1650
mrodio@frantzward.com | FrantzWard.com | LinkedIn

Wayne A. Boyer
Attorney at Law

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.
4775 Munson St. NW; P.O. Box 36963
Canton, Ohio 44735-6963
Direct Dial: 330-244-2365

Main Phone: 330-497-0700, ext 150
Fax: 330-497-4020
E-mail: wboyer@kwgd.com
Website: www.kwgd.com

-
NOTICE:

This e-mail may contain information that is confidential and/or legally privileged. If you are not the intended recipient, then you are prohibited from using this e-mail or any attachment.

From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Wednesday, August 29, 2018 8:38 AM
To: Boyer, Wayne
Subject: Johnston

Wayne,

Just checking to see if you have heard anything since we have the holiday coming up. Is your group off Monday as well? If so have a safe Labor day as the 101 days of summer wind down.

Charles



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Ruck Complaint

1 message

Tue, Sep 28, 2021 at 10:42 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: sandra.gagle@com.state.oh.us <sandra.gagle@com.state.oh.us>
Sent: Wednesday, September 5, 2018, 03:02:39 PM EDT
Subject: Re: Ruck Complaint

Sandra,

Thank you for getting back with us so quickly attached is the 2 more pdf files. look thru them and see if there is any thing else you need. Also you need to add an T to the last name for me. :)

Charles Johnston

On Wednesday, September 5, 2018, 2:55:20 PM EDT, sandra.gagle@com.state.oh.us <sandra.gagle@com.state.oh.us> wrote:

Mr. and Mrs. Johnson,

Thank you for taking the time to speak with me this afternoon. Per our conversation, you agreed to email me the agency agreement, HUD statement, along with emails and text message communications. Please feel free to send the information to this email. If you have any questions my contact information is listed below.

Thank you,



Sandra Gagle
Investigator Supervisor
Ohio Department of Commerce
Real Estate & Professional Licensing
Enforcement Section

77 S. High St, 20th Fl, Columbus, OH 43215
(614) 728-5919 direct dial

Sandra.Gagle@com.state.oh.us
www.com.ohio.gov

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The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender and delete the material from any computer.

2 attachments

 **Scan 9.pdf**
6685K

 **Scan 10.pdf**
8637K

9/30/21, 11:09 AM

LYNCH & LYNCH CO LPA Mail - Fw: loan problems with the loan before we moved to Ohio dennis did not do his part he was goi...



E: ben@veteransunited.com

Get to Know Me

Refer Ben Choi

My goal is to create an incredible customer experience. If I am not accomplishing that goal, please contact our independent Customer Care team or call 800-212-5200.

From: Charles Johnston [mailto:chas1j65@yahoo.com]

Sent: Friday, December 01, 2017 2:24 PM

To: Ben Choi

Subject: loan

Ben, what will the figures be for the new amount Susan is concerned about this 3% as a vet it should be 0 down? need clarification. Any word from Appraiser yet?

If you're reading this, it's probably because you pay attention to detail. Well, one detail we never overlook at Veterans United Home Loans is serving our nation's Veterans, service members and military families. This dedication has resulted in a 97.7% customer recommendation rating from the more than 100,000 customer reviews we've received since 2013.

NOTICE: Email is not a secure medium. Please don't send sensitive information like account numbers or social security numbers in your emails or as an attachment. We recommend you provide this information by fax, mail or phone.

Mortgage Research Center, LLC is an Equal Opportunity Lender, not endorsed or affiliated with a government agency, NMLS # 1907.



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: loan problems with the loan before we moved to Ohio dennis did not do his part he was going to make us homeless

1 message

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

Tue, Sep 28, 2021 at 10:28 PM

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: Ben Choi <ben@veteransunited.com>
Sent: Sunday, December 10, 2017, 09:26:53 PM EST
Subject: Re: loan

Ben, i have a problem about this barn painting business. Technically Dennis has to do it there is nothing in writing that says I have to paint the barn for it to meet appraisal. Then you hold the money out in escrow from Denis part to paint the barn to meet in inspection criteria after the snow is over. He is being lazy and is this going to make the deal or break it and what is your thoughts on this. I go and pick up the moving truck in the morning so everything gets boxed up and ready for Tuesday move to Ohio.

Why should I have to pay out of pocket since I technically don't own the property yet to have it painted this should be done by the current owner I had a 70 year old man to scrape it last week. Dennis is too worried to sell homes vs taking care of his own business, We will not be homeless due to the lack of his ignorance.

Give me a call and we can discuss this further on Monday.

Thanks Charles

From: Ben Choi <ben@veteransunited.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Friday, December 1, 2017 2:29 PM
Subject: RE: loan

Your loan is \$0-money down for a down payment. You still have closing costs. The title company, insurance company, escrow accounts, taxes, all still need to be paid. Your new loan will be \$293,000 and you will have \$0 down payment.

I'll let you know as soon as I hear from the appraiser.

Thanks!

Ben Choi
Senior Loan Officer, NMLS 47882

P: 800-814-1103, 3303
C: 314-324-6258
F: 573-445-7190



Important Consumer Information Regarding the Scope and Limitations of the Inspection

Please read this entire page as it is part of this report. This report is not a guarantee or warranty as to the absence of wood destroying insects nor is it a structural integrity report. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair.

- 1. About the Inspection:** A visual inspection was conducted in the readily accessible areas of the structure(s) indicated (see Page 1) including attics and crawlspaces which permitted entry during the inspection. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected, except as may be provided by separate contract. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. ***For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and reinfesting wood boring beetles. This inspection does not include mold, mildew or noninsect wood destroying organisms.*** This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. ***This shall not be construed as a 90-day warranty.*** There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.
- 2. Treatment Recommendation Guidelines Regarding Subterranean Termites:** FHA and VA require treatment when any active infestation of subterranean termites is found. If signs of subterranean termites — but no activity — are found in a structure that shows no evidence of having been treated for subterranean termites in the past, then a treatment should be recommended. A treatment may also be recommended for a previously treated structure showing evidence of subterranean termites — but no activity — if there is no documentation of a liquid treatment by a licensed pest control company within the previous five years unless the structure is presently under warranty or covered by a service agreement with a licensed pest control company.
- 3. Obstructions and Inaccessible Areas:** No inspection was made in areas which required the breaking apart or into, dismantling, removal of any object, including but not limited to: moldings, floor coverings, wall coverings, siding, fixed ceilings, insulation, furniture, appliances, and/or personal possessions; nor were areas inspected which were obstructed or inaccessible for physical access on the date of inspection. Your inspector may write out inaccessible areas or use the key in Section IV. Crawl spaces, attics, and/or other areas may be deemed inaccessible if the opening to the area is not large enough to provide physical access for the inspector or if a ladder was required for access. Crawl spaces (or portions thereof) may also be deemed inaccessible if there is less than 24 inches of clearance from the bottom of the floor joists to the surface below. If any area which has been reported as inaccessible is made accessible, the inspection company may be contacted for another inspection. An additional fee may apply.
- 4. Consumer Maintenance Advisory Regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Any structure can be attacked by wood destroying insects. Homeowners should be aware of and try to eliminate conditions which promote insect infestation in and around their structure(s). Factors which may lead to wood destroying insect infestation include: earth to wood contact, foam insulation at foundation in contact with soil, faulty grade, improper drainage, firewood against structure(s), insufficient ventilation, moisture, wood debris in crawlspace, wood mulch or ground cover in contact with the structure, tree branches touching structure(s), landscape timbers and wood decay. Should these or other conditions exist, corrective measures should be taken in order to reduce the chances of infestation of wood destroying insects and the need for treatment.
- 5. Neither the inspecting company nor the inspector has had, presently has, or contemplates having any interest in the property inspected.**

Wood Destroying Insect Inspection Report

Notice: Please read important consumer information on page 2.

Section I. General Information

Inspection Company, Address & Phone
The HomeTeam Inspection Service
6128 New London Road
Ashtabula, OH 44004
440-969-7480

Company's Business Lic. No.
86155

Date of Inspection
11/13/2017

Address of Property Inspected
2042 Stumpville Rd.
Jefferson, OH 44047

Inspector's Name, Signature & Certification, Registration, or Lic. #

Harold Burns #5100



Structure(s) Inspected

dwelling, garage, barn, and all detached buildings

Section II. Inspection Findings

This report is indicative of the condition of the above identified structure(s) on the date of inspection and is not to be construed as a guarantee or warranty against latent, concealed, or future infestations or defects. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:

- A. No visible evidence of wood destroying insects was observed.
 B. Visible evidence of wood destroying insects was observed as follows:

1. Live insects (description and location): _____

2. Dead insects, insect parts, frass, shelter tubes, exit holes, or staining (description and location): exit holes of wood boring beetles in floor structure

3. Visible damage from wood destroying insects was noted as follows (description and location): _____

NOTE: This is not a structural damage report. If box B above is checked, it should be understood that some degree of damage, including hidden damage, may be present. If any questions arise regarding damage indicated by this report, it is recommended that the buyer or any interested parties contact a qualified structural professional to determine the extent of damage and the need for repairs.

Yes No It appears that the structure(s) or a portion thereof may have been previously treated. Visible evidence of possible previous treatment: _____

The inspecting company can give no assurances with regard to work done by other companies. The company that performed the treatment should be contacted for information on treatment and any warranty or service agreement which may be in place.

Section III. Recommendations

No treatment recommended: (Explain if Box B in Section II is checked) Exit holes were from an old infestation - not active.

Recommend treatment for the control of: _____

Section IV. Obstructions and Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible:

- Basement 6, 7, 9, 24
 Crawlspace
 Main Level 1, 3, 4, 6, 7
 Attic 10 (see pg.2; par.3)
 Garage 6, 7
 Exterior 17
 Porch 12 (skirting)
 Addition
 Other Out-Buildings: 6, 7

The inspector may write out obstructions or use the following optional key:

- | | |
|-------------------------|--|
| 1. Fixed ceiling | 13. Only visual access |
| 2. Suspended ceiling | 14. Cluttered condition |
| 3. Fixed wall covering | 15. Standing water |
| 4. Floor covering | 16. Dense vegetation |
| 5. Insulation | 17. Exterior siding |
| 6. Cabinets or shelving | 18. Window well covers |
| 7. Stored items | 19. Wood pile |
| 8. Furnishings | 20. Snow |
| 9. Appliances | 21. Unsafe conditions |
| 10. No access or entry | 22. Rigid foam board |
| 11. Limited access | 23. Synthetic stucco |
| 12. No access beneath | 24. Duct work, plumbing, and/or wiring |

Section V. Additional Comments and Attachments (these are an integral part of the report)

Attachments _____

Signature of Seller(s) or Owner(s) if refinancing. Seller acknowledges that all information regarding W.D.I. infestation, damage, repair, and treatment history has been disclosed to the buyer.

X

Signature of Buyer. The undersigned hereby acknowledges receipt of a copy of both page 1 and page 2 of this report and understands the information reported.

X



Harold C. Burns
6128 New London Rd, Ashtabula, OH 44004

Invoice Date: 11/13/2017

Payor
Charles and Susan Johnston 2042 Stumpville Rd Jefferson, OH 44047

Terms	Due
due on receipt	11/13/2017

DESCRIPTION	AMOUNT
Septic Inspection	\$150.00
Pest Inspection	\$110.00
Water Analysis	\$75.00
Total:	\$335.00

Thank you for your business, if you have any questions please call us at (440) 969-7480

Should you have any further questions or need any clarification please feel free to call us at (440) 969-7480.

Thank you for trusting HomeTeam Inspection Service.

HomeTeam Inspection Service
(440) 969-7480



 MySpace

3 attachments

 **Invoice.pdf**
42K

 **2042-stumpville-rd-jefferson-oh-44047-charles-and-susan-johnston.ics**
1K

 **2042 Stumpville pest.pdf**
446K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Your Inspection Report (2042 Stumpville Rd, Jefferson, OH 44047)

1 message

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

Tue, Sep 28, 2021 at 10:25 PM

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: Dennis Ruck <dennyruck@gmail.com>
Sent: Tuesday, November 14, 2017, 12:37:22 PM EST
Subject: Fw: Your Inspection Report (2042 Stumpville Rd, Jefferson, OH 44047)

Dennis here is a copy of insect report I am sending check in mail today to Harold. Thanks Charles

----- Forwarded Message -----

From: Charles Johnston <jabbersue71@yahoo.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, November 14, 2017 11:26 AM
Subject: Fw: Your Inspection Report (2042 Stumpville Rd, Jefferson, OH 44047)

----- Forwarded Message -----

From: "Harold C. Burns, ACI" <ashtabula@hometeam.com>
To: jabbersue71@yahoo.com
Sent: Tuesday, November 14, 2017 11:05 AM
Subject: Your Inspection Report (2042 Stumpville Rd, Jefferson, OH 44047)

*Expert Insight into Home Inspections™*

Linked and/or attached to this email is the inspection report(s) and invoice or receipt for 2042 Stumpville Rd, Jefferson, OH 44047 completed on 11/13/2017 at 10:00AM. If you have any questions, please call. The results of the water test will be sent as soon as they are available (probably Friday evening).

To view your inspection report click here to download and view the report online. The pest report is an attachment.

The electronic inspection report provided to you **requires Adobe® Acrobat® Reader** to view properly. If you do not have Adobe® Acrobat® Reader it can be **downloaded directly from Adobe®** by going to <http://get.adobe.com/reader/>.

Please make your check payable to: **HomeTeam**, and mail it to: 6128 New London Rd., Ashtabula, OH 44004.

This e-mail (including any attachments) may contain information that is private, confidential or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

From: Mark Rodio <mrodio@frantzward.com>
Sent: Friday, August 24, 2018 7:58 AM
To: Watts, Greg; Boyer, Wayne
Cc: 'David Mussari'; Barbara Babcock; Bruce Schlosser; dennyruck@gmail.com
Subject: RE: Johnston - Jefferson, Ohio Property -- 2042 Stumpville Rd.

Greg,
Your letter misses the point of the sample MTD I sent you. The case law is clear: regardless of any alleged misrepresentations of the Seller on the RPDF (which, of course, are NOT admitted), the Buyer cannot prove the justifiable reliance element when the Buyer's contract was expressly contingent on a professional, pre-purchase home inspection. In addition, the Buyers made no additional inquiry post-inspection and pre-closing (so *Foust v. Valleybrook* does not apply). The Buyers could not have relied on any post-closing representations in their decision to purchase. In addition, *Foust* was a Sixth District case decided in 1981, whereas *Massa v. Genco* was an Eleventh District case decided in 1991, which is where the property is located. Neither *Massa* nor its progeny make any exception to the rule that there can be no justifiable reliance on alleged misrepresentations of the Seller where the contract was expressly contingent on a home inspection. Without that prima facie element, there is no liability for fraudulent misrepresentation. In addition, there is no liability by BHHS, which neither owned the property nor represented your Buyers. Even *Foust* recognizes there is no fiduciary duty owed where your client was not represented by BHHS. Your clients' revised demand of \$87,000 is rejected. Any claim filed against BHHS or its affiliated agents will, of course, be vigorously defended, including all remedies under Ohio Rev. Code § 2323.51 (given the clear legal doctrines of which you have been provided advance notice).

Mark L. Rodio



Frantz Ward LLP | 200 Public Square | Suite 3000 | Cleveland, OH 44114
Direct (216) 515-1640 | Fax (216) 515-1650
mrodio@frantzward.com | FrantzWard.com | [LinkedIn](#)

From: Carmichael, Sandi [<mailto:scarmichael@kwgd.com>] **On Behalf Of** Watts, Greg

Sent: Thursday, August 23, 2018 5:08 PM

To: Mark Rodio

Cc: Boyer, Wayne ; Watts, Greg

Subject: Johnston - Jefferson, Ohio Property

The attached correspondence is sent on behalf of Gregory W. Watts, Esq. (gwatts@kwgd.com). Thank you.

Sandi Carmichael

Word Processor

Krugliak, Wilkins, Griffiths

& Dougherty Co., L.P.A.

NOTICE:

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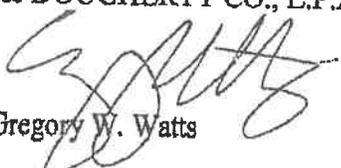
August 23, 2018
Page 4

As detailed above, Sellers cannot hide behind the concepts of *caveat emptor* and "as is" to avoid liability for their affirmative misrepresentations concerning the nature of the Real Estate. However, in an interest to settle this dispute and avoid litigation, Sellers will lower their demand to \$87,000.00 for the numerous misrepresentations and resulting damages, attorney fees, and aggravation caused by Sellers' and BHHS' actions. Please respond within the next ten (10) calendar days.

Please do not hesitate to contact our office should you have any questions or concerns, or if you need anything further.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.


Gregory W. Watts

GWW/wab

cc: Wayne A. Boyer, Esq. (via email)

These affirmative statements were clear misrepresentations on the part of Sellers that were material to the sale of the Real Estate, as Sellers were in the best position to disclose any issues they knew of concerning the Real Estate and failed to do so, leading to Clients purchasing the Real Estate. Clients are not real estate brokers or house experts, and did not see any open and discoverable issues affecting the basement, walls, ceiling, and chimney. The leaking issues have led to the discovery of numerous additional discovered hidden issues related to the electrical wiring (the main fuse box/electrical panel for the home is located on a wall that is affected by the leaking) as well as plumbing issues that were hidden due to past repairs.

Furthermore, *caveat emptor* does not bar a purchaser's fraud claim in situations where a purchaser's duty of inspection is terminated upon a seller's knowing and material misrepresentations in response to a purchaser's inquiry. See *Foust v. Valleybrook Realty Co.* (1981), 4 Ohio App.3d 164, 446 N.E.2d 1122; see also, *Tuckerman v. Doles* (June 13, 1990), Montgomery App No. 11926, 1990 WL 80563 (a purchaser is entitled to rely on the affirmative representations of the perpetrator of a fraud and need not prove justifiable reliance if a representation is reasonable on its face). In determining whether reliance is justifiable, courts consider items such as the nature of the transaction, the form and materiality of the representation, the relationship of the parties, the respective intelligence, experience, age, and mental and physical condition of the parties, and their respective knowledge and means of knowledge. *Finomore v. Epstein* (1984), 18 Ohio App.3d 88, 481 N.E.2d 1193.

In the present situation, Sellers were in a much better position to determine the state of the home and the materiality of the defects than Clients. Mr. Ruck was the owner of the Real Estate and had been for decades, and further has decades of experience as a realtor in the area. He, of all people, is well aware of the materiality of water leakage as it affects basements in Northeast Ohio and knows the purpose of the Disclosure forms and the part they play in real estate transactions. Furthermore, he had access, as the owner of the Real Estate, to decades' worth of information concerning the home, where Clients, who were moving to Ohio from Texas, had very little knowledge as to the state of basements in Ohio and were relying on the Disclosure and Mr. Ruck to inform them of any issues related thereto. Having superior knowledge of the condition of a system of a home and misrepresenting the same relieved Clients of the duty to inspect and prevented Sellers from hiding behind an "as is" clause to avoid liability for fraudulent misrepresentation. See *Brewer v. Brothers*, 82 Ohio App.3d 148, 611 N.E.2d 492.

As a direct result of the affirmative misrepresentations by Sellers, Clients have incurred the following damages:

- \$25,700.00 for repair of the basement and foundation related to the water issues;
- \$2,950.00 for plumbing repairs related to leaking issues;
- \$3,880.00 for electrical repairs (including \$2,350.00 due to the need to move the electrical panel in the wall in the basement because of flooding issues);
- \$56,211.00 due to needed barn repairs related to leaking and the removal of several supports by Sellers; and
- \$14,000.00 for garage repairs due to water leakage surrounding a support beam.

indicated "yes" on the Disclosure as to whether there had been water intrusion affecting the house being sold. Therefore, the buyers were put on notice of a possible defect, and were not permitted to sit back and raise lack of expertise when a problem arose.

In this situation, Sellers affirmatively stated "no" as to whether they had any knowledge of previous or current water leakage, accumulation, excess moisture, or other issues as it related to the property, including the basement:

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No
If "Yes", please describe and indicate any repairs completed.

Owner's Initials WR Date _____
Owner's Initials WR Date _____

Purchaser's Initials WU Date 10/18/11
Purchaser's Initials SLJ Date 12/18/17

(Page 2 of 5)

Sellers affirmatively stated "no" as to knowledge of water or moisture related damage as to floors, walls, or ceilings as a result of flooding, plumbing issues, or appliances:

Property Address 2042 Sturpville Road, Jefferson, OH 44047

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture seepage, moisture condensation, ice damming, sewer overflow/backlog, or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed:

Sellers affirmatively stated "no" as to whether they knew of any previous or current movement, shifting, deterioration, material cracks or settling, or other material problems with the foundation, basement/crawl space, floors, or any interior/exterior walls:

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks, settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):

Therefore, unlike numerous cases that you cited in your Motion to Dismiss, Sellers affirmatively stated that they had no knowledge of any defects related to leaking in the basement, water-related damage to floors, walls, or ceilings, and wall deterioration. Please remember that, when Clients called Mr. Ruck in February 2018 about various leaking issues in the basement, Mr. Ruck directed Clients to a pail of hydraulic cement that was already located in the basement and stated that rubbing the hydraulic cement on the affected areas "usually fixes it." Sellers obviously: a) knew about the leaking issues in the basement well before the sale, since they already had a bucket of material located in the basement to mitigate the problem; and b) the leaking had occurred on multiple occasions during Sellers' ownership of the Real Estate, since the hydraulic cement "usually" fixed the problem of leaking.

CELEBRATING 60 YEARS SERVING OUR COMMUNITY
1958-2018

[REDACTED]

Gregory W. Watts, Esq.
Direct Dial: (330) 244-4481
gwatts@kwgd.com

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A. attorneys at law

August 23, 2018

VIA EMAIL (mrodio@frantzward.com)

Mark L. Rodio
FRANTZ WARD LLP
200 Public Square, Suite 3000
Cleveland, OH 44114

**RE: Charles and Susan Johnston – Misrepresentation Issues Regarding Property at
2042 Stumpville Road, Jefferson, Ohio 44047**

Dear Mr. Rodio:

As you are aware, the undersigned and Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. represent Charles W. Johnston and Susan L. Johnston (hereinafter "Clients") with respect to their ownership in 28.25 acres, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 ("Real Estate") and the purchase agreement Clients entered into with Dennis Ruck and R. Ann Peterson Ruck ("Sellers"), dated October 18, 2017 ("Agreement") related thereto. I am writing in response to your email dated August 13, 2018, in which you detailed numerous reasons why you believe that Sellers and Berkshire Hathaway HomeServices Professional Realty ("BHHS") are not liable for damages incurred by Clients as a direct result of Sellers' misrepresentations contained in the Agreement and Residential Property Disclosure Form ("Disclosure") related to the Real Estate. The purpose of this letter is to address your statements in the August 13 email and sample Motion to Dismiss attached to the email.

While we agree that the concept of *caveat emptor* applies to real estate purchases in Ohio, such that open and obvious defects cannot be the basis of a claim in an "as is" purchase situation, we disagree that the issues that Clients have encountered were "open and obvious" defects. Clients viewed all parts of the Real Estate, including the basement, in which the majority of the issues have been encountered, and did not observe any obvious indication that the basement had leaking issues. Furthermore, the certified appraiser who inspected the house for purposes of valuation for the loan process did not state that there were any issues in the basement. Home buyers are held to a standard of "comparison with ordinarily prudent persons of their station and experience confronted by the same or similar circumstances." *Traverse v. Long* (1956), 165 Ohio St. 249, 59 O.O. 325, 135 N.E.2d 256. In this situation, the defects in the Real Estate were not readily apparent; on the contrary, they only arose once the first spring thaw occurred, months after Clients purchased the house.

Please note one large fact difference between the sample Motion to Dismiss that you attached to your August 13 email and the facts at hand. In the Motion to Dismiss, it is evident that the seller in that case

02083210-2 / 30032.00-0001

From: Mark Rodio <mrodio@frantzward.com>
Sent: Monday, August 13, 2018 4:42 PM
To: Watts, Greg
Cc: 'David Mussari'; Barbara Babcock; Bruce Schlosser; dennyruck@gmail.com
Subject: 2042 Stumpville Rd., Jefferson, OH
Attachments: MTD (mlr 5-25-18)(00541784).docx

Gregory,

I represent BHHS Professional Realty and its affiliated agents, so please direct all further communications to me. In response to your August 10 letter, please note the following:

1. BHHS's affiliated agent represented only the Seller, not your clients. Therefore, no fiduciary duty was owed.
2. I am familiar with the limitations of the "as is" clause to fraudulent non-disclosure claims.
3. That said, open and obvious defects cannot be the basis for any claim since caveat emptor still applies to real estate purchases in Ohio.
4. Your clients' purchase was contingent on a professional pre-purchase home inspection. As such, any claims for fraudulent misrepresentation or fraudulent concealment are barred. See the attached sample Motion to Dismiss and the cases cited therein starting at page 7. Basically, the case law (including the 8th, 5th, and 11th Districts) holds that Buyers cannot prove justifiable reliance on any misrepresentation by the Sellers since the Buyers were relying on the professional pre-purchase inspection and could not have reasonably relied on anything misrepresented by the Sellers.
5. Your demand of \$120,000 is rejected, given the lack of any duty owed and the bar to any fraudulent misrepresentation claim as a result of the pre-purchase inspection contingency.
6. Finally, be aware that your threat to file a complaint with the Department of Commerce violates Rule 1.2(e) of the Ohio Rules of Professional Conduct.

Feel free to contact me if you want to discuss this matter further.

Mark L. Rodio



Frantz Ward LLP | 200 Public Square | Suite 3000 | Cleveland, OH 44114
Direct (216) 515-1640 | Fax (216) 515-1650
mrodio@frantzward.com | FrantzWard.com | [LinkedIn](#)

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August 10, 2018
Page 4

basement to mitigate the problem; and b) the leaking had occurred on multiple occasions during Sellers' ownership of the Real Estate, since the hydraulic cement "usually" fixed the problem of leaking.

These statements and existence of the hydraulic cement show that Sellers made affirmative misrepresentations on the Disclosure, as they stated in multiple locations on the disclosure that they were unaware of any leaking issues or any damages caused by the leaking issues. The statements were material to the sale of the Real Estate, as the condition of walls and basements related to real estate is paramount to the integrity of a home. Furthermore, Clients relied on these statements when purchasing the Real Estate, as they were not in a position to know of any leaking issues in the home and were relying on Mr. Ruck's status as owner of the Real Estate for decades, coupled with his knowledge and duties as a realtor, to disclose any issues with the home. To date, Clients have incurred numerous monetary damages related to the leaking issues as a result of needing to hire various contractors to remedy these issues.

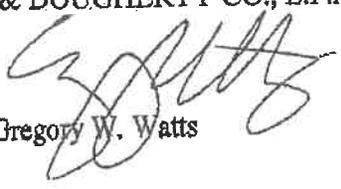
Furthermore, numerous additional issues have been uncovered as a result of the leaking chimney, walls and basement, as contractors have discovered hidden issues related to the electrical wiring (the main fuse box/electrical panel for the home is located on a wall that is affected by the leaking) as well as plumbing issues that were hidden due to past repairs. These issues have added thousands of dollars' worth of repairs and constant headaches to Clients, as every repair and expense incurred by them uncovers additional issues related to the flooding that need further repair.

Clients continue to incur expenses related to Sellers' affirmative misrepresentations on a seemingly weekly basis, as new issues pop up which require additional repairs. Therefore, Clients demand compensation of \$120,000.00 for the numerous misrepresentations and resulting damages, attorneys' fees, and aggravation caused by Sellers' and Berkshire Hathaway's actions. Should Sellers and Berkshire Hathaway fail to make a payment within the next ten (10) calendar days, Clients are prepared to file a complaint with the State of Ohio Department of Commerce and further seek all relief to which they may be entitled under law, including damages, attorneys' fees and any other relief, both legal and equitable.

Please do not hesitate to contact our office should you have any questions or concerns, or if you need anything further.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.


Gregory W. Watts

GWW/wab

cc: Wayne A. Boyer, Esq.

- Water issues in the basement stemming from a post issue;
- Flooding issues and quicksand on the property;
- Garbage left by Sellers;
- Chimney deterioration;
- Plumbing issues; and
- Walls caving in in the barn due to leaking issues and past inadequate repairs.

Clients have incurred numerous expenses related to these damages, and continue to incur expenses to repair new issues on a regular basis.

Realtors are held to a higher standard than homeowners. A realtor has a duty to disclose facts known to them in a timely manner. *Beck v. Sluss Realty Co.*, 1987 WL 12519 (5th Dist. App. 1987). That duty extends to require a realtor not to actively conceal a latent defect contained within a parcel of residential real estate. *Bedwell v. Schmitt*, 2002 WL 31813019, 2002-Ohio-6909 (11th Dist. App. 2002). Buyers are entitled to rely upon the representations of the realtor because of the fiduciary nature of the relationship. *Foust v. Valleybrook Realty*, 1981 WL 401639 (6th Dist. App. 1981).

While accepting property in an "as is" condition relieves the seller of any claims for fraudulent nondisclosure, an "as is" clause cannot be relied upon to bar a claim for fraudulent misrepresentation or fraudulent concealment. *Kaye v. Buehrle*, 8 Ohio App.3d 381, 457 N.E.2d 373 (9th Dist. App. 1983). A party to a transaction is liable to the other for fraudulent concealment if he "by concealment or other action intentionally prevents the other from acquiring material information." *Id.* There are six elements of a fraudulent misrepresentation claim: (1) a representation or, when duty to disclose, concealment of fact; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred; (4) with the intent of misleading another into relying upon it; (5) justifiable reliance upon the representation or concealment; and; (6) resulting in injury proximately caused by the reliance. *Gaines v. Preterm-Cleveland, Inc.* (1987), 33 Ohio St.3d 54, 55, 514 N.E.2d 709.

A seller under a duty to disclose facts and failing to do so will be liable for damages directly and proximately resulting from his silence. *Miles v. McSwegin* (1979), 58 Ohio St.2d 97, 388 N.E.2d 1367. Damages are determined to be those suffered as proximate result of fraudulent conduct, in amount of actual costs to repair and bring building up to code. *Voros v. Piechuta*, 1987 WL 7892 (8th Dist. Ct. App. 1987).

Sellers made affirmative statements that they were unaware of any issues related to water leakage, moisture related damage, electrical systems, plumbing systems, or lead-based paint affecting the Real Estate. However, Sellers' actions post-closing paint a different picture. When Clients called Mr. Ruck in February 2018 about various leaking issues in the basement, Mr. Ruck directed Clients to a pail of hydraulic cement that was already located in the basement and stated that rubbing the hydraulic cement on the affected areas "usually fixes it." Based on these statements, it is evident that Sellers: a) knew about the leaking issues in the basement well before the sale, since they already had a bucket of material located in the

August 10, 2018

Page 2

Ruck, dated October 18, 2017 ("Agreement") related thereto. The purpose of this letter is to inform Mr. and Mrs. Ruck and Berkshire Hathaway HomeServices Professional Realty ("Berkshire Hathaway") of multiple misrepresentations contained in the Agreement and Residential Property Disclosure Form ("Disclosure") related to the Real Estate and to demand compensation for repairing numerous issues that arose as a direct result of those misrepresentations.

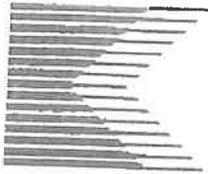
A summary of the pertinent facts related to the misrepresentations is as follows: On October 18, 2017, Clients entered into the Agreement with Sellers concerning the Real Estate. Dennis Ruck was selling the Real Estate through his job as a realtor for Berkshire Hathaway. The Agreement provided for sale of the Real Estate in an "as is" condition. Sellers provided Clients the Disclosure related to the Real Estate, initialed by Sellers on June 16, 2017. In the Disclosure, Sellers checked the "No" box regarding the following questions:

- Do you know of any current leaks, backups or other material problems with the water supply system or quality of water?
- Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space?
- Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture condensation, ice damming, sewer overflow/backup, or leaking pipes, plumbing fixtures, or appliances?
- Do you know of any previous or current problems or defects with the following existing mechanical systems: electrical, plumbing?
- Do you know of the previous or current presence of any of the below identified hazardous materials on the property: Lead-Based Paint?

Clients purchased the Real Estate from Sellers in December 2017. Prior to moving in, Clients were forced to repaint the barn located on the Real Estate due to the existence of lead-based paint, a condition that Sellers refused to remedy. Shortly after moving in, once snow began to melt in February 2018, Clients noticed water leaking in the basement through multiple walls. When Clients contacted Mr. Ruck concerning the leakage, Mr. Ruck responded by telling Clients that the leaks occur "all the time", and directed Clients to pull hydraulic cement from a pail already in the basement and place it on the leaks, and that "that usually fixes it."

To date, Clients have encountered numerous additional issues relating to the Real Estate, including:

- Electrical problems related to "hot wires" in attic stuffed into ventilation and other issues;
- Mold in the basement;
- Issues with the septic vent pipe;
- Poor wiring in the barn;
- Deteriorating cement walls;



**KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.** attorneys at law

Gregory W. Watts, Esq.
Direct Dial: (330) 244-4481
gwatts@kwgd.com

August 10, 2018

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Dennis N. Ruck and R. Ann Peterson Ruck
4970 Monroe Center Road
Conneaut, OH 44030

Dennis N. Ruck
Old Reserve
1 Lawyers Row
Jefferson, OH 44047

Berkshire Hathaway
HomeServices Professional Realty
1 Lawyers Row
Jefferson, OH 44047

Berkshire Hathaway
HomeServices Professional Realty
c/o Blue Rock Select, LLC
5700 Gateway Blvd Suite 200
Mason, OH 45040

Berkshire Hathaway
3555 Farnam Street
Omaha, NE 68131

RE: *Misrepresentations and Damages Incurred Therefrom Regarding Property at 2042 Stumpville Road, Jefferson, Ohio 44047*

Dear Mr. and Mrs. Ruck:

Please be advised that the undersigned and Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. represent Charles W. Johnston and Susan L. Johnston (hereinafter "Clients") with respect to their ownership in 28.25 acres, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 ("Real Estate") and the purchase agreement Clients entered into with Dennis Ruck and R. Ann Peterson

02069463-2 / 30032.00-0001

Certified Article Number
9414 7266 9904 2105 9029 87
SENDER RECORD

Certified Article Number
9414 7266 9904 2105 9030 07
SENDER RECORD

Certified Article Number
9414 7266 9904 2105 9029 94
SENDER RECORD

Certified Article Number
9414 7266 9904 2105 9030 14
SENDER RECORD

Certified Article Number
9414 7266 9904 2105 9030 21
SENDER RECORD



As a direct result of the affirmative misrepresentations by Sellers, Clients have incurred the following damages:

- \$25,700.00 for repair of the basement and foundation related to the water issues;
- \$2,950.00 for plumbing repairs related to leaking issues;
- \$3,880.00 for electrical repairs (including \$2,350.00 due to the need to move the electrical panel in the wall in the basement because of flooding issues);
- \$56,211.00 due to needed barn repairs related to leaking and the removal of several supports by Sellers; and
- \$14,000.00 for garage repairs due to water leakage surrounding a support beam.

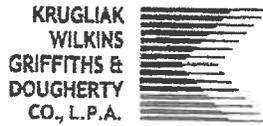
As detailed above, Sellers cannot hide behind the concepts of *caveat emptor* and "as is" to avoid liability for their affirmative misrepresentations concerning the nature of the Real Estate. However, in an interest to settle this dispute and avoid litigation, Sellers will lower their demand to \$87,000.00 for the numerous misrepresentations and resulting damages, attorneys' fees, and aggravation caused by Sellers' and BHHS' actions. Please respond within the next ten (10) calendar days.

Please do not hesitate to contact our office should you have any questions or concerns, or if you need anything further.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.

Wayne A. Boyer
WAB



(330) 497 0700

P.O. BOX 36963
CANTON, OHIO 44735-6963

FED ID # 34-1295659

Charles W. Johnston
Susan L. Johnston
2042 Stumpville Rd.
Jefferson, OH 44047

Date 08/30/2018
Page No. 1
Source GWW
Invoice No. 352206
Period Ending 07/31/2018

Matter Info: 30032.00-0001
PROPERTY DISCLOSURE ISSUES

FOR PROFESSIONAL SERVICES RENDERED:

Date	Inits	Description	Hours	Amount
07/05/18	WAB	Researched Westlaw for cases involving duty to disclose as realtor, elements to prove, and damages resulting therefrom.	1.20	216.00
07/06/18	WAB	Continued research concerning caselaw related to realtor causes of action and damages.	0.70	126.00
07/10/18	GWW	Review file and Conferred on the telephone with clients regarding causes of action	1.90	418.00
07/10/18	WAB	Emailed Client to set up phone conference with Attorney Watts regarding causes of action moving forward. Spoke with Clients concerning issues and causes of action. Returned Client's phone call to discuss further issues and questions.	1.70	306.00
07/12/18	WAB	Responded to emails from Client concerning appraisal report. Reviewed appraisal. Discussed issues with Clients via phone conference.	0.90	162.00
07/13/18	WAB	Researched availability of Ohio fund for compensation re: realty, per Client discussion. Discussed additional aspects of case with Attorney Hastings.	0.40	72.00
07/18/18	JJP	Discussion with Attorney Boyer RE: Case Strategy	0.25	48.75
07/19/18	DLT	Conference with Attorney Wayne Boyer; Return call to client on behalf of Attorney Boyer; Conference with Attorney Gregory Watts and Attorney Wayne Boyer; Prepare litigation retention agreement per instructions;	0.23	28.75



KRUGLIAK, WILKINS, GRIFFITHS & DOUGHERTY CO., L.P.A.
ATTORNEYS AT LAW

Matter Info: 30032.00-0001
PROPERTY DISCLOSURE ISSUES

DATE 08/30/2018
PAGE NO. 2
INVOICE NO. 352206

Date	Inits	Description	Hours	Amount
07/20/18	WAB	Received plumbing estimate from Client. Reviewed same.	0.10	18.00
07/27/18	WAB	Reviewed all appraisals, case law, and other materials. Drafted letter to Clients summarizing status and possible avenues of relief.	2.40	432.00
07/27/18	MWO	Reviewed and revised advisory letter to clients.	0.10	20.50
07/28/18	GWV	Review letter to client	0.20	44.00
07/30/18	WAB	Finalized letter regarding status of the case and litigation and sent same to word processing for review and sending.	0.10	18.00
07/31/18	DLT	Conference with Attorney Wayne Boyer; Conference call with clients to schedule appointment; Reserve conference room;	0.20	25.00
Total Professional Charges				1,935.00

DISBURSEMENTS

Date	Description	Amount
07/12/18	Telephone charges	6.30
07/19/18	Telephone charges	1.75
	Total Disbursements	8.05
	Total Fees	\$1,935.00
	Total Expenses Advanced	\$8.05
	Invoice Total	<u>\$1,943.05</u>



Scott Lynch <scottlynch@lynch-lynch.com>

Johnston Case Look at this so you know who to send certified letters to name people in law suit

1 message

Tue, Sep 28, 2021 at 10:19 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Tschantz, Diana <dtschantz@kwgd.com>
To: chas1j65@yahoo.com <chas1j65@yahoo.com>
Sent: Wednesday, September 5, 2018, 02:43:13 PM EDT
Subject: FW: RE: Johnston Case

Forwarding first email

Diana L. Tschantz, CAP-OM
Paralegal
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, OH 44735-6963
330.497.0700, X186 (ph)
330.497.4020 (fax)

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From: Tschantz, Diana
Sent: Wednesday, September 05, 2018 12:02 PM
To: 'Charles Johnston'
Cc: Boyer, Wayne; Watts, Greg
Subject: RE: RE: Johnston Case

Mr. Johnston, per your request yesterday. Attached find letters regarding your claim and the email responses received from the attorney for the real estate agency and real estate agent. I emailed this to Attorney Boyer and Attorney Watts yesterday and inquired if anything else needed to be provided, they both felt this would be what you would need to submit.

Good luck,

Diana

Diana L. Tschantz, CAP-OM
Paralegal
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, OH 44735-6963
330.497.0700, X186 (ph)
330.497.4020 (fax)

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From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Tuesday, September 04, 2018 3:11 PM
To: Tschantz, Diana
Subject: Re: RE: Johnston Case

Diana,

Can you send me the copy of the emails from the other attorney conversation and the 2 denial letters, Plus any thing we sent for the two demand letters as well. Since the commerce dept. is requesting those too. I have the purchase agreement and the disclosure form that I can send to them.

Thanks

Charles

On Tuesday, September 4, 2018, 1:25:47 PM EDT, Tschantz, Diana <dtschantz@kwgd.com> wrote:

Yes, Wayne had spoke to him about the form. Wayne asked me to complete as much as I could and send on to you for completion. So glad you are handling it yourself and THANK YOU for letting me know. I will not work on it. It was on my list for today.

Diana

Diana L. Tschantz, CAP-OM

Paralegal

Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.

4775 Munson Street, N.W.

P. O. Box 36963

Canton, OH 44735-6963

330.497.0700, X186 (ph)

330.497.4020 (fax)

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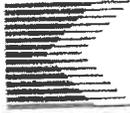
From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Tuesday, September 04, 2018 1:18 PM
To: Tschantz, Diana
Subject: Johnston Case

Diana,

Do you know if Wayne talked to Aaron Johnston in Columbus at the commerce department. If not don't worry about filling it out I found it on their website and I will do it my self. To save money on your time. We just got the bill for July and it was 1900.00 which is more than we expected. With no positive results. It seems like we are spinning our wheels here.

 02093793.pdf
1701K

KRUGLIAK
WILKINS
GRIFFITHS &
DOUGHERTY
CO., L.P.A.



(330) 497 0700

P.O. BOX 36963
CANTON, OHIO 44735-6963

FED ID # 34-1295659

Charles W. Johnston
Susan L. Johnston
2042 Stumpville Rd.
Jefferson, OH 44047

Date 07/26/2018
Page No. 1
Source GWW
Invoice No. 350627
Period Ending 06/30/2018

Matter Info: 30032.00-0001
PROPERTY DISCLOSURE ISSUES

FOR PROFESSIONAL SERVICES RENDERED:

Date	Inits	Description	Hours	Amount
06/05/18	WAB	Spoke to Attorney Watts concerning real estate issues of Charles Johnston. Spoke to Mr. Johnston for additional details and to get information concerning a conflict check.	0.30	54.00
06/07/18	WAB	Spoke with Client concerning issues and next steps to representation.	0.10	18.00
06/25/18	WAB	Spoke with Client concerning setting up meeting for later in the week, Set up meeting for Thursday, June 28 at 11:00 AM.	0.10	18.00
06/28/18	WAB	Met with Client to discuss issues and gameplan as to next steps.	2.40	432.00
06/29/18	GW	Conference with Attorney Boyer.	0.50	110.00
Total Professional Charges				632.00
Total Fees				\$632.00
Total Expenses Advanced				\$0.00
Invoice Total				\$632.00

Wayne A. Boyer
Attorney at Law

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.
4775 Munson St. NW; P.O. Box 36963
Canton, Ohio 44735-6963
Direct Dial: 330-244-2365

Main Phone: 330-497-0700, ext 150
Fax: 330-497-4020
E-mail: wboyer@kwgd.com
Website: www.kwgd.com

NOTICE:

This e-mail may contain information that is confidential and/or legally privileged. If you are not the intended recipient, then you are prohibited from using this e-mail or any attachment.

From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Wednesday, August 29, 2018 8:38 AM
To: Boyer, Wayne
Subject: Johnston

Wayne,

Just checking to see if you have heard anything since we have the holiday coming up. Is your group off Monday as well? If so have a safe Labor day as the 101 days of summer wind down.

Charles

Subject: RE: Johnston

From: wboyer@kwgd.com

To: chas1j65@yahoo.com

Cc: gwatts@kwgd.com

Date: Wednesday, August 29, 2018, 11:37:55 AM EDT

We did receive a response earlier and, unfortunately, it is no better than the first. See below, and please let me know a time this afternoon or tomorrow morning that you and Susan would be available to discuss the next steps.

Greg,

Your letter misses the point of the sample MTD I sent you. The case law is clear: regardless of any alleged misrepresentations of the Seller on the RPDF (which, of course, are NOT admitted), the Buyer cannot prove the justifiable reliance element when the Buyer's contract was expressly contingent on a professional, pre-purchase home inspection. In addition, the Buyers made no additional inquiry post-inspection and pre-closing (so *Foust v. Valleybrook* does not apply). The Buyers could not have relied on any post-closing representations in their decision to purchase. In addition, *Foust* was a Sixth District case decided in 1981, whereas *Massa v. Genco* was an Eleventh District case decided in 1991, which is where the property is located. Neither *Massa* nor its progeny make any exception to the rule that there can be no justifiable reliance on alleged misrepresentations of the Seller where the contract was expressly contingent on a home inspection. Without that prima facie element, there is no liability for fraudulent misrepresentation.

In addition, there is no liability by BHHS, which neither owned the property nor represented your Buyers. Even *Foust* recognizes there is no fiduciary duty owed where your client was not represented by BHHS.

Your clients' revised demand of \$87,000 is rejected. Any claim filed against BHHS or its affiliated agents will, of course, be vigorously defended, including all remedies under Ohio Rev. Code § 2323.51 (given the clear legal doctrines of which you have been provided advance notice).

Mark L. Rodio

(FW) FRANTZ WARD
ATTORNEYS AT LAW

Frantz Ward LLP | 200 Public Square | Suite 3000 | Cleveland, OH 44114
Direct (216) 515-1640 | Fax (216) 515-1650
mrodio@frantzward.com | FrantzWard.com | [LinkedIn](#)

August 23, 2018

Page 2

readily apparent; on the contrary, they only arose once the first spring thaw occurred, months after Clients purchased the house.

Please note one large fact difference between the sample Motion to Dismiss that you attached to your August 13 email and the facts at hand. In the Motion to Dismiss, it is evident that the seller in that case indicated "yes" on the Disclosure as to whether there had been water intrusion affecting the house being sold. Therefore, the buyers were put on notice of a possible defect, and were not permitted to sit back and raise lack of expertise when a problem arose.

In this situation, Sellers affirmative stated "no" as to whether they had any knowledge of previous or current water leakage, accumulation, excess moisture, or other issues as it related to the property, including the basement:

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials RRR Date _____
Owner's Initials DR Date _____

Purchaser's Initials O Date 10/18/17
Purchaser's Initials SLJ Date 10/18/17

(Page 2 of 5)

Sellers affirmatively stated "no" as to knowledge of water or moisture related damage as to floors, walls, or ceilings as a result of flooding, plumbing issues, or appliances:

Property Address 2042 Stumpville Road, Jefferson, OH 44047

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed:

Sellers affirmatively stated "no" as to whether they knew of any previous or current movement, shifting, deterioration, material cracks or settling, or other material problems with the foundation, basement/crawl space, floors, or any interior/exterior walls:

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):

Therefore, unlike numerous cases that you cited in your motion to dismiss, Sellers affirmatively stated that they had no knowledge of any defects related to leaking in the basement, water-related damage to floors,

Wayne A. Boyer, Esq.
Direct Line: 330-244-2365
wboyer@kwgd.com

August 23, 2018

Mark L. Rodio
FRANTZ WARD LLP
200 Public Square, Suite 3000
Cleveland, Ohio 44114
mrodio@frantzward.com

RE: Charles and Susan Johnston – Misrepresentation Issues Regarding Property at 2042 Stumpville Road, Jefferson, Ohio 44047

Dear Mr. Rodio:

As you are aware, the undersigned and Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. represent Charles W. Johnston and Susan L. Johnston (hereinafter “Clients”) with respect to their ownership in 28.25 acres, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 (“Real Estate”) and the purchase agreement Clients entered into with Dennis Ruck and R. Ann Peterson Ruck (“Sellers”), dated October 18, 2017 (“Agreement”) related thereto. I am writing in response to your email dated August 13, 2018, in which you detailed numerous reasons why you believe that Sellers and Berkshire Hathaway HomeServices Professional Realty (“BHHS”) are not liable for damages incurred by Clients as a direct result of Sellers’ misrepresentations contained in the Agreement and Residential Property Disclosure Form (“Disclosure”) related to the Real Estate. The purpose of this letter is to address your statements in the August 13 email and sample Motion to Dismiss attached to the email.

While we agree that the concept of *caveat emptor* applies to real estate purchases in Ohio, such that open and obvious defects cannot be the basis of a claim in an “as is” purchase situation, we disagree that the issues that Clients have encountered were “open and obvious” defects. Clients viewed all parts of the Real Estate, including the basement, in which the majority of the issues have been encountered, and did not observe any obvious indication that the basement had leaking issues. Furthermore, the certified appraiser who inspected the house for purposes of valuation for the loan process did not state that there were any issues in the basement. Home buyers are held to a standard of “comparison with ordinarily prudent persons of their station and experience confronted by the same or similar circumstances.” *Traverse v. Long* (1956), 165 Ohio St. 249, 59 O.O. 325, 135 N.E.2d 256. In this situation, the defects in the Real Estate were not

- Water issues in the basement stemming from a post issue;
- Flooding issues and quicksand on the property;
- Garbage left by Sellers;
- Chimney deterioration;
- Plumbing issues; and
- Walls caving in in the barn due to leaking issues and past inadequate repairs.

Clients have incurred numerous expenses related to these damages, and continue to incur expenses to repair new issues on a regular basis.

Realtors are held to a higher standard than homeowners. A realtor has a duty to disclose facts known to them in a timely manner. *Beck v. Sluss Realty Co.*, 1987 WL 12519 (5th Dist. App. 1987). That duty extends to require a realtor not to actively conceal a latent defect contained within a parcel of residential real estate. *Bedwell v. Schmitt*, 2002 WL 31813019, 2002-Ohio-6909 (11th Dist. App. 2002). Buyers are entitled to rely upon the representations of the realtor because of the fiduciary nature of the relationship. *Foust v. Valleybrook Realty*, 1981 WL 401639 (6th Dist. App. 1981).

While accepting property in an "as is" condition relieves the seller of any claims for fraudulent nondisclosure, an "as is" clause cannot be relied upon to bar a claim for fraudulent misrepresentation or fraudulent concealment. *Kaye v. Buehrle*, 8 Ohio App.3d 381, 457 N.E.2d 373 (9th Dist. App. 1983). A party to a transaction is liable to the other for fraudulent concealment if he "by concealment or other action intentionally prevents the other from acquiring material information." *Id.* There are six elements of a fraudulent misrepresentation claim: (1) a representation or, when duty to disclose, concealment of fact; (2) which is material to the transaction at hand; (3) made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred; (4) with the intent of misleading another into relying upon it; (5) justifiable reliance upon the representation or concealment; and; (6) resulting in injury proximately caused by the reliance. *Gaines v. Preterm-Cleveland, Inc.* (1987), 33 Ohio St.3d 54, 55, 514 N.E.2d 709.

A seller under a duty to disclose facts and failing to do so will be liable for damages directly and proximately resulting from his silence. *Miles v. McSwegin* (1979), 58 Ohio St.2d 97, 388 N.E.2d 1367. Damages are determined to be those suffered as proximate result of fraudulent conduct, in amount of actual costs to repair and bring building up to code. *Voros v. Piechuta*, 1987 WL 7892 (8th Dist. Ct. App. 1987).

Sellers made affirmative statements that they were unaware of any issues related to water leakage, moisture related damage, electrical systems, plumbing systems, or lead-based paint affecting the Real Estate. However, Sellers' actions post-closing paint a different picture. When Clients called Mr. Ruck in February 2018 about various leaking issues in the basement, Mr. Ruck directed Clients to a pail of hydraulic cement that was already located in the basement and stated that rubbing the hydraulic cement on the affected areas "usually fixes it." Based on these statements, it is evident that Sellers: a) knew about the leaking issues in the basement well before the sale, since they already had a bucket of material located in the

Ruck, dated October 18, 2017 ("Agreement") related thereto. The purpose of this letter is to inform Mr. and Mrs. Ruck and Berkshire Hathaway HomeServices Professional Realty ("Berkshire Hathaway") of multiple misrepresentations contained in the Agreement and Residential Property Disclosure Form ("Disclosure") related to the Real Estate and to demand compensation for repairing numerous issues that arose as a direct result of those misrepresentations.

A summary of the pertinent facts related to the misrepresentations is as follows: On October 18, 2017, Clients entered into the Agreement with Sellers concerning the Real Estate. Dennis Ruck was selling the Real Estate through his job as a realtor for Berkshire Hathaway. The Agreement provided for sale of the Real Estate in an "as is" condition. Sellers provided Clients the Disclosure related to the Real Estate, initialed by Sellers on June 16, 2017. In the Disclosure, Sellers checked the "No" box regarding the following questions:

- Do you know of any current leaks, backups or other material problems with the water supply system or quality of water?
- Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space?
- Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture condensation, ice damming, sewer overflow/backup, or leaking pipes, plumbing fixtures, or appliances?
- Do you know of any previous or current problems or defects with the following existing mechanical systems: electrical, plumbing?
- Do you know of the previous or current presence of any of the below identified hazardous materials on the property: Lead-Based Paint?

Clients purchased the Real Estate from Sellers in December 2017. Prior to moving in, Clients were forced to repaint the barn located on the Real Estate due to the existence of lead-based paint, a condition that Sellers refused to remedy. Shortly after moving in, once snow began to melt in February 2018, Clients noticed water leaking in the basement through multiple walls. When Clients contacted Mr. Ruck concerning the leakage, Mr. Ruck responded by telling Clients that the leaks occur "all the time", and directed Clients to pull hydraulic cement from a pail already in the basement and place it on the leaks, and that "that usually fixes it."

To date, Clients have encountered numerous additional issues relating to the Real Estate, including:

- Electrical problems related to "hot wires" in attic stuffed into ventilation and other issues;
- Mold in the basement;
- Issues with the septic vent pipe;
- Poor wiring in the barn;
- Deteriorating cement walls;



KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A. attorneys at law

Gregory W. Watts, Esq.
Direct Dial: (330) 244-4481
gwatts@kwgd.com

August 10, 2018

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Dennis N. Ruck and R. Ann Peterson Ruck
4970 Monroe Center Road
Conneaut, OH 44030

Dennis N. Ruck
Old Reserve
1 Lawyers Row
Jefferson, OH 44047

Berkshire Hathaway
HomeServices Professional Realty
1 Lawyers Row
Jefferson, OH 44047

Berkshire Hathaway
HomeServices Professional Realty
c/o Blue Rock Select, LLC
5700 Gateway Blvd Suite 200
Mason, OH 45040

Berkshire Hathaway
3555 Farnam Street
Omaha, NE 68131

RE: *Misrepresentations and Damages Incurred Therefrom Regarding Property at 2042 Stumpville Road, Jefferson, Ohio 44047*

Dear Mr. and Mrs. Ruck:

Please be advised that the undersigned and Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. represent Charles W. Johnston and Susan L. Johnston (hereinafter "Clients") with respect to their ownership in 28.25 acres, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 ("Real Estate") and the purchase agreement Clients entered into with Dennis Ruck and R. Ann Peterson

02069463-2 / 30032.00-0001

Certified Article Number
9414 7266 9904 2105 9029 87
SENDERS RECORD

Certified Article Number
9414 7266 9904 2105 9030 07
SENDERS RECORD

Certified Article Number
9414 7266 9904 2105 9029 94
SENDERS RECORD

Certified Article Number
9414 7266 9904 2105 9030 14
SENDERS RECORD

Certified Article Number
9414 7266 9904 2105 9030 21
SENDERS RECORD



I have photos showing the water coming thru walls in basement plus deteriorating wall to barn that weren't disclosed.

Attached will be copies of contract from Ohio State Waterproofing
Legal Documents.
Electric repair bill.
Plumbing estimates.

I am a Disabled Vet 100% with limited income and have exhausted our savings to fix this house and to seek legal representation. We purchased this home to help with my PTSD and therapy and all i have had is grief from buying this property, if he would have disclosed this information we wouldn't have bought it. We have spent over \$25,000.00 since January 2018. I don't have the means to fight big corporation BHHS because they can tie it up in court and bankrupt you. This is why I am seeking your help in this matter.

Sincerely,

Charles and Susan Johnston
2042 Stumpville rd.
Jefferson Ohio, 44047

(817) 798-0845



Department of Commerce

Division of Real Estate & Professional Licensing
77 South High Street, 20th Floor
Columbus, Ohio 43215-6133

Please visit our website at
www.com.ohio.gov/real

614 | 466-4100
Fax: 614 | 644-0584
TTY/TDD: 800 | 750-0750

John R. Kasich, Governor

Jacqueline T. Williams, Director

Anne M. Petit, Superintendent

REAL ESTATE COMPLAINT FORM

The Ohio Division of Real Estate & Professional Licensing ("Division") serves as Ohio's licensor and regulator of real estate brokers and real estate salespersons. In its role as regulator, the Division accepts complaints filed against licensed real estate brokers, real estate salespersons, foreign (outside of Ohio) real estate dealers, foreign real estate salespersons, and unlicensed persons acting as real estate brokers and salespersons. The Division does not regulate condo associations, homebuilders, contractors, mortgage companies, home inspectors, escrow agents, or title companies.

The Division does not have authority to interpret, enforce, or cancel contracts, award damages to a complainant, order the return of monies, or resolve commission disputes between licensees. Any action seeking to recover monetary damages should be initiated in a court of law. Do not delay any civil action you might be considering in the matter. Additionally, the Division cannot provide legal advice or act as attorney for any party.

Complaints may be mailed to the Division using the standard form below. Complaints may be submitted via email if the complaint form is completed, signed, and attached; generic email complaints will not be accepted. **Copies (not originals) of all documents concerning the complaint should be included when filing a complaint via mail or email. For example, please attach purchase contracts/written agreements, lease agreement, etc.**

COMPLAINT FORM INSTRUCTIONS

1. Please fill in the form completely - type or print with blue or black ink. Sign the bottom of the form.
2. Furnish copies, not originals, of all transaction documents (i.e. agency disclosures, contracts, HUD Statement).
3. If you file a complaint, you should be willing to appear as a witness and testify under oath about the allegations.
4. Both you and the licensee(s) have an opportunity to participate in mediation to resolve differences. Mediation is confidential, completely voluntary, and is a shorter process compared to a formal investigation.
5. All complaints must be delivered to: **Ohio Division of Real Estate and Professional Licensing, Enforcement Section, 77 S. High St., 20th Floor, Columbus, OH 43215-6133** or emailed to webreal@com.state.oh.us.

COMPLAINANT INFORMATION (Identifies you as the Complainant)

FIRST NAME Charles & Susan		MI W	LAST NAME Johnston		HOME PHONE 817-798-0845	
HOME ADDRESS 2042 Stumpville Rd				STATE OHIO	ZIP CODE 44047	
CITY Jefferson				BUSINESS PHONE		
BUSINESS ADDRESS RETIRED				STATE	ZIP CODE	
CITY				MOBILE PHONE 817-798-0845		
EMAIL ADDRESS chas1j65@yahoo.com						

NOTE: This complaint will become public record. A copy will be given to the party against whom the complaint is filed. A person who files a complaint should be willing to appear as a witness, be sworn to testify, and be cross-examined concerning the allegations made in the complaint.

9/30/21, 11:00 AM

LYNCH & LYNCH CO LPA Mail - Fw: Charles Johnston Realestate complaint form 3rd email



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Charles Johnston Realestate complaint form 3rd email

1 message

Tue, Sep 28, 2021 at 10:17 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: webreal@com.state.oh.us <webreal@com.state.oh.us>
Cc: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, September 4, 2018, 08:29:38 PM EDT
Subject: Charles Johnston Realestate complaint form 3rd email

Attached is complaint form 5 pages let me know when you get this please.

Thank You,

Charles and Susan Johnston
2042 Stumpville rd.
Jefferson Oh. 44047

817-798-0845

 **Scan 8.pdf**
3137K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Realestate complaint form Charles Johnston 2nd email

1 message

Tue, Sep 28, 2021 at 10:14 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: webreal@com.state.oh.us <webreal@com.state.oh.us>
Cc: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, September 4, 2018, 08:20:48 PM EDT
Subject: Realestate complaint form Charles Johnston 2nd email

Here is the 2nd email with the other documents for this complaint call me and let me know if you get these please.

Thank You.

Charles and Susan Johnston
2042 Stumpville rd.
Jefferson Ohio 44047

817-798-0845

2 attachments

 **Scan 4.pdf**
7240K

 **Scan 7.pdf**
8920K

9/30/21, 10:58 AM

LYNCH & LYNCH CO LPA Mail - Fw: Realestate complaint form



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Realestate complaint form

1 message

Tue, Sep 28, 2021 at 10:13 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Charles Johnston <chas1j65@yahoo.com>
To: webreal@com.state.oh.us <webreal@com.state.oh.us>
Cc: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, September 4, 2018, 08:09:30 PM EDT
Subject: Realestate complaint form

Attached is the complaint forms, legal documentation, photos, bills, etc. Can you call me when you get this email to make sure you get everything. I will be sending two emails.

Thank You,

Charles and Susan Johnston
2042 Stumpville rd.
Jefferson, ohio 44047
817-798-0845

2 attachments

 **Scan 5.pdf**
9545K

 **Scan 6.pdf**
8840K

9/30/21, 10:52 AM

LYNCH & LYNCH CO LPA Mail - Fw: Status of Research



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Status of Research

1 message

Tue, Sep 28, 2021 at 10:03 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Watts, Greg <gwatts@kwgd.com>
To: 'chas1j65@yahoo.com' <chas1j65@yahoo.com>; 'jabbersue71@yahoo.com' <jabbersue71@yahoo.com>
Cc: Watts, Greg <gwatts@kwgd.com>; Boyer, Wayne <wboyer@kwgd.com>
Sent: Monday, July 30, 2018, 02:27:13 PM EDT
Subject: Status of Research

The attached correspondence is sent on behalf of Gregory W. Watts, Esq. (gwatts@kwgd.com). Thank you.

Sandi Carmichael

Word Processor

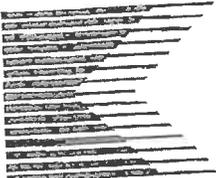
Krugliak, Wilkins, Griffiths
& Dougherty Co., L.P.A.

NOTICE:

This e-mail may contain information that is confidential and/or legally privileged. If you are not the intended recipient, then you are prohibited from using this e-mail or any attachment.

 **02061646.pdf**
436K

Gregory W. Watts, Esq.
Direct Dial: (330) 244-4481
gwatts@kwgd.com


KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A. attorneys at law

July 30, 2018

VIA EMAIL (chas1j65@yahoo.com; jabbersue71@yahoo.com)

Charles W. Johnston and Susan L. Johnston
2042 Stumpville Road
Jefferson, OH 44047

**RE: Update Regarding Status of Research Related to Nondisclosure Issues and
Litigation Retention Letter**

Dear Mr. and Mrs. Johnston:

I am writing to update you regarding the status of our legal research related to the issues you are encountering at your residence, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 ("Real Estate") and the purchase agreement you entered into with Dennis Ruck, dated October 18, 2017 ("Agreement") related thereto. Below, we have summarized the facts as we understand them, the relevant statutes and case law that are applicable to the situation, and possible routes moving forward. Once you have reviewed everything, and to the extent you have questions, please do not hesitate to contact me to discuss the same, and we will set up a meeting to discuss the next steps moving forward.

Relevant Factual History

On October 18, 2017, you entered into the Agreement with Dennis Ruck (a realtor) and R. Ann Peterson Ruck ("Sellers") concerning the Real Estate. Line 8 of the Agreement contains the following language "[t]he property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION . . ." In the Waiver paragraph, beginning on Line 153 of the Agreement, you agreed to waive all inspections except as to a general home inspection and an inspection of the septic system. The Condition of Property paragraph, beginning on Line 228 of the Agreement, contains the following language:

BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. . . BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition of use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.

02060003-2 / 30032.00-0001

Sellers provided you with a Residential Property Disclosure Form ("Disclosure"), which you acknowledged the receipt of on October 18, 2017. In the Disclosure, Sellers checked the "No" box regarding the following questions:

- Do you know of any current leaks, backups or other material problems with the water supply system or quality of water?
- Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space?
- Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding, moisture condensation, ice damming, sewer overflow/backup, or leaking pipes, plumbing fixtures, or appliances?
- Do you know of any previous or current problems or defects with the following existing mechanical systems: electrical, plumbing?
- Do you know of the previous or current presence of any of the below identified hazardous materials on the property: Lead-Based Paint?

The appraisal that you received from the United States Department of Veterans Affairs ("VA") dated December 4, 2017 ("Appraisal") indicated the following issues regarding the Real Estate:

- Electrical: Exposed wiring in the basement, open work box in the garage, and an outlet in the bathroom that needed replaced.
- Defective Paint Surfaces: Multiple areas of chipped, peeling and missing paint noted on exterior of home, windows, and barn. All areas need to be repaired.
- Other Repair Items: Needed hand rails on all stairwells, missing railings on deck, and loose siding.

Subsequent to the issuance of all the reports, you purchased the home from the Sellers in December 2017. Prior to moving in, you repainted the barn due to Sellers' refusal to paint. Shortly after moving in, once snow began to melt, you noted water leaking in the basement through multiple walls. When you contacted the Sellers concerning the leakage, Sellers responded by telling you that the leaks occur "all the time", and directed you to pull hydraulic cement from a pail already in the basement and place it on the leaks, and that "that usually fixes it."

To date, you have encountered numerous issues surrounding the Real Estate, including:

- Electrical problems related to "hot wires" in attic stuffed into ventilation and other issues;
- Mold in the basement;

- Issues with the septic vent pipe;
- Poor wiring in the barn;
- Deteriorating cement walls;
- Water issues in the basement stemming from a post issue;
- Flooding issues and quicksand on the property;
- Garbage left by Sellers;
- Chimney deterioration;
- Plumbing issues; and
- Walls caving in in the garage

To date, you have supplied the following bills and estimates related to repairs:

- \$3,692.74 for paint related to the barn;
- \$25,200.00 for repair of the basement and foundation related to the water issues;
- \$2,950.00 for plumbing repairs;
- \$3,880.00 for electrical repairs (including \$2,350.00 due to the need to move the electrical panel in the wall in the basement because of flooding issues);
- \$56,211.00 due to needed barn repairs; and
- \$14,000.00 for garage repairs.

Case Law and Statutes

In Ohio, purchasing a property "AS IS" relieves the seller from multiple duties related to the disclosure of information. The concept of *caveat emptor* ("let the buyer beware") precludes recovery in an action by a purchaser for a structural defect in real estate when: 1) the condition complained of is open to observation or discoverable upon reasonable inspection; 2) the purchaser had the unimpeded opportunity to examine the premises; and 3) there is no fraud on the part of the vendor. *Layman v. Binns* (1988), 35 Ohio St.3d 176. To avoid the application of *caveat emptor*, the buyer must first show that the condition complained of was not openly observable at the time of purchase (in other words, a latent defect). *Dupler v. Schwager*, 2003 WL 22429101, 2003-Ohio-5726 (2nd Dist. 2003).

Realtors, however, are held to a higher standard than homeowners. A realtor has a duty to disclose facts known to them in a timely manner. *Beck v. Sluss Realty Co.*, 1987 WL 12519 (5th Dist. App. 1987). That duty extends to require a realtor not to actively conceal a latent defect contained within a parcel of residential real estate. *Bedwell v. Schmitt*, 2002 WL 31813019, 2002-Ohio-6909 (11th Dist. App. 2002). Buyers are entitled to rely upon the representations of the realtor because of the fiduciary nature of the relationship. *Foust v. Valleybrook Realty*, 1981 WL 401639 (6th Dist. App. 1981).

There are three types of fraud related to real estate transactions: fraudulent misrepresentation, fraudulent concealment, and fraudulent nondisclosure. *Dennison v. Koba*, 86 Ohio App.3d 605, 621 N.E.2d 734 (9th Dist. App. 1993). When property is accepted in an "as is" condition, the seller is relieved of any duty to disclose. A claim of fraudulent nondisclosure cannot be maintained as a matter of law. *Id.* However, an "AS IS" clause cannot be relied upon to bar a claim for fraudulent misrepresentation of fraudulent concealment. *Kaye v. Buehrle*, 8 Ohio App.3d 381, 457 N.E.2d 373 (9th Dist. App. 1983). A party to a transaction is liable to the other for fraudulent concealment if he "by concealment or other action intentionally prevents the other from acquiring material information." *Id.*

There are six elements of a fraudulent misrepresentation claim (*Gaines v. Preterm-Cleveland, Inc.* (1987), 33 Ohio St.3d 54, 55, 514 N.E.2d 709):

- Representation or, when duty to disclose, concealment of fact;
- Which is material to the transaction at hand;
- Made falsely, with knowledge of its falsity, or with such utter disregard and recklessness as to whether it is true or false that knowledge may be inferred;
- With the intent of misleading another into relying upon it;
- Justifiable reliance upon the representation or concealment; and
- Resulting injury proximately caused by the reliance.

In regards to damages, a seller under a duty to disclose facts and failing to do so will be liable for damages directly and proximately resulting from his silence. *Miles v. McSwegin* (1979), 58 Ohio St.2d 97, 388 N.E.2d 1367. Damages are determined to be those suffered as proximate result of fraudulent conduct, in amount of actual costs to repair and bring building up to code. *Voros v. Piechuta*, 1987 WL 7892 (8th Dist. Ct. App. 1987).

Ohio Revised Code Section 4735.12 deals with the state's real estate recovery fund related to complaints involving real estate brokers. It states, in pertinent part:

(B)(1) Any person who obtains a final judgment in any court of competent jurisdiction against any broker or salesperson licensed under this chapter, on the grounds of conduct that is in violation of this chapter or the rules adopted under it, and that is associated with an act or transaction that only a licensed

real estate broker or licensed real estate salesperson is authorized to perform as specified in division (A) or (C) of section 4735.01 of the Revised Code, may file a verified application, as described in division (B)(3) of this section, in the court of common pleas of Franklin county for an order directing payment out of the real estate recovery fund of the portion of the judgment that remains unpaid and that represents the actual and direct loss sustained by the applicant.

Analysis and Moving Forward

Unfortunately, as we have previously discussed, a number of issues related to the property appear to be non-recoverable due to your purchase of the property "AS IS", due to those issues being open and obvious, or due to your knowledge of the issues prior to purchasing the property. Based on the Appraisal and discussion with the Seller prior to purchase, you were aware of the need to paint the barn in order to get your VA loan. As you proceeded with the purchase, it is likely that the expenditures for the paint could not be recovered in any action against the Sellers and Berkshire Hathaway. Based on the Real Estate being purchased "AS IS", and no affirmative statements being made as to the Sellers as to the barn and garage, it is unlikely that any repairs related to the barn and the garage could be recovered.

In relation to the electrical and plumbing work, in order to recover any damages related to the electrical and plumbing, you would have to prove that Sellers were aware of (or should have been aware of) the electrical and plumbing issues at the time of the sale and concealed the issues. Proving actual or constructive knowledge of these defects would be difficult to do, as Sellers would likely claim to have no knowledge of them and the burden would be on you to prove otherwise. However, there is always a possibility that you could discover facts which are favorable on this issue.

There appears to be a stronger claim as to the leaking issues in the basement. Sellers stated on the Disclosure that they were without knowledge of any leaking or water damage related to the Real Estate. However, after the leaking began occurring, Sellers' statement of using the hydraulic cement "typically stops" the leaking, coupled with the existence of the pail of hydraulic cement in the basement at purchase, seems to indicate that Sellers were previously aware of the leaking issues. Should you prove all six factors of the *Gaines* test for fraudulent misrepresentation related to those statements, you would then need to prove damages that were actually and proximately caused by those misrepresentations. Based on the estimates you have received, it appears that the estimate related to the basement leaking issues and the electrical issues caused by the leak would be related to the misrepresentations about the leaking basement. Accordingly, you could ask for those damages, totaling \$27,550.00, as being actually and proximately caused by Sellers' statements.

In addition, should any potential action reach the point of a jury trial, you could ask for punitive damages and attorney fees at the trial. However, punitive damages are not mandatory, as a jury would have to decide whether they were applicable to this set of facts. Likewise, there is no guarantee that attorney fees would be recoverable. Additionally, we emphasize that there is no guarantee of any recovery at trial, as it is possible that a jury could find that you were aware or should have been aware of the basement leaking issues, based on the appearance of the walls, the fact that the home is nearly two hundred years old, and the presence of

July 30, 2018
Page 6

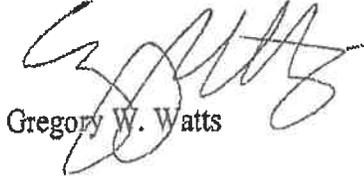
the pail of hydraulic cement in the basement. There is always an inherent risk that a jury will not find in your favor.

Moving forward, there are two main avenues that you could pursue. First, you could pursue litigation. If you choose to pursue litigation with us, we will need you to execute the attached litigation retention agreement and make an initial deposit of \$5,000.00 in order to cover the initial costs of preparing and filing a complaint. Please keep in mind that litigation is expensive, and fees and costs could reach upwards of \$20,000.00 or more. In the alternative, we could write a demand letter to Sellers and Berkshire Hathaway, detailing the expenses and the alleged misrepresentations and making a demand for a certain amount of damages. You previously indicated your reluctance to submit a demand letter to Sellers, but it remains an option nonetheless.

Once you have reviewed everything, please do not hesitate to contact our office should you have any questions or concerns.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.

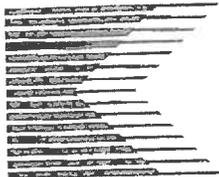


Gregory W. Watts

GWW/wab

Enc.





KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A. attorneys at law

Gregory W. Watts, Esq.
Direct Dial: (330) 244-4481
gwatts@kwgd.com

Confidential Information
Subject to Attorney-Client Privilege

July 30, 2018

Charles W. Johnston
Susan L. Johnston
2042 Stumpville Rd.
Jefferson, OH 44047

RE: Retention Letter

Dear Mr. and Mrs. Johnston:

Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. ("Krugliak") appreciates your request to provide you with legal services in connection with representing you in the lawsuit to be filed by you regarding fraudulent misrepresentation of a real estate transaction ("Representation").

Please provide a **\$5,000.00 initial deposit** to our office to assist in covering court costs.

1. **RETENTION.** The services to be provided by Krugliak are limited to the Representation and any other legal matters will only be undertaken by Krugliak upon written approval and a separate signed fee agreement. Client retains the law firm, not any particular attorney. Client understands that while one attorney will be primarily responsible for the conduct of Client's case, the firm uses a team approach. Attorneys, other than the primary attorney, and assistants will be given assignments relating to Client's case when appropriate, and Client will be responsible for all such fees. Client understands the Representation does not include tax advice and Client is encouraged to retain a certified public accountant for any tax advice, guidance and/or opinions. The representation does not include Krugliak issuing any title opinions, certificates of title, insurance or any other legal opinion guaranteeing or insuring title/ownership to mineral rights or the ability or lack thereof to lease mineral rights.
2. **FEES AND COSTS.** Krugliak's fee for legal services in this matter will be based on its hourly rates. Krugliak's standard hourly rates range from \$165 to \$300 per hour. Attorney Gregory Watts' hourly rate is **\$220.00 per hour**. Paralegal rates range from \$75 to \$150 per hour. These hourly rates will apply to all tasks performed by the attorneys and paralegals. Discussions, telephone calls and emails with attorneys and paralegals will be billed. We also bill for long distance telephone charges, fax fees, and copying fees. Time is billed in increments of one-tenth of an hour, with all entries rounded up to the nearest tenth. Client hereby agrees and understands that Krugliak adjusts its billing rates as



of December 1 of each year to recognize advancement in Krugliak's knowledge or experience, and/or to reflect increases in costs associated with the performance of legal services.

Krugliak may advance costs and expenses not to exceed \$500.00 and bill Client for reimbursement of costs and expenses, or Krugliak may request the advance of reasonable and foreseeable costs and expenses before incurring them, at Krugliak's option.

3. **STAFFING:** Other professional and staff of Krugliak, other than the undersigned attorney, may be utilized as is necessary considering factors such as expertise and cost effectiveness. If at any time you have any questions, concerns, or comments about the legal services being provided, Krugliak would ask that you contact the undersigned attorney directly so that these concerns or questions can be discussed.
4. **TOTAL FEES AND COSTS.** Total fees and costs **cannot be estimated**. Costs vary widely and are dependent upon the action taken by the other party as well as the nature and complexity of the issues. Client acknowledges that Krugliak has made no promises about the total attorney fees or costs to be incurred by Client under this agreement.
5. **BILLING.** Invoices will be sent on a monthly basis. These invoices are due and payable upon receipt. If any invoice amount is outstanding for more than ninety (90) days, Krugliak reserves the right to cease performing services for you.
6. **DISCHARGE OF ATTORNEY.** Client may discharge Krugliak at any time by written notice effective when received by Krugliak. Unless specifically agreed by Krugliak and Client, Krugliak will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Krugliak is Client's attorney of record in any proceeding, Client will execute and return a substitution of attorney form immediately on its receipt from Krugliak. Notwithstanding the discharge, Client will remain obligated to pay Krugliak as agreed for all services provided and to reimburse Krugliak for all costs advanced before the discharge.
7. **ATTORNEY WITHDRAWAL.** Krugliak may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of Ohio. Circumstances under which the Rules permit such withdrawal include, but are not limited to: (a) Client consents; (b) Client's conduct or lack of cooperation renders it unreasonably difficult for Krugliak to carry out the employment effectively; or (c) Client fails to pay Krugliak's fees or costs as required by this agreement. Notwithstanding Krugliak's withdrawal, Client will remain obligated to pay Krugliak as agreed for all services provided. In addition, immediately upon Krugliak's withdrawal, the Client shall reimburse Krugliak for all costs advanced and/or incurred before the withdrawal.
8. **RESULTS.** Although Krugliak may offer an opinion about possible results regarding the Representation, Krugliak cannot guarantee any particular result. Client acknowledges that Krugliak has made no promises about the outcome of the litigation and that any opinion offered by Krugliak in the future will not constitute a guarantee.

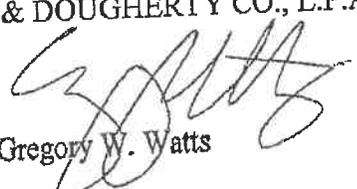


9. **MEDIUM OF COMMUNICATIONS.** In addition to regular mail and land-line telephones, we communicate with our clients using facsimile, cellular telephones, and email. Some of these mediums are not secure against unauthorized access. As with any medium that does not ensure the confidentiality of its contents, there is some risk of disclosure and the potential exists for a consequent involuntary waiver of attorney/client privilege. Accordingly, if you object to our using a medium of communication, please let us know immediately and we will attempt to honor that request.
10. **FILE RETENTION.** At the conclusion of the Representation, we will return any valuable property entrusted to us. Krugliak will store the entire balance of the file for at least four (4) years. After four (4) years, unless you make other arrangements and pick up the file, the file may be disposed of in a regular course of business consistent with maintaining the confidentiality of its contents.

All work performed by Krugliak will be subject to the above terms and conditions. If you have any questions or concerns please contact us prior to our engaging in the Representation so that we can clarify any concerns you may have.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.



Gregory W. Watts

GWW/dlt

The undersigned has read and agrees to be bound by the above terms and conditions.

(Signature)

Telephone Number(s)

Print Name

Email Address, if any

(Signature)

Telephone Number(s)

Print Name

Email Address, if any





Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Email

1 message

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

Tue, Sep 28, 2021 at 10:08 PM

here are letters that can help the case from previous lawyer

----- Forwarded Message -----

From: Boyer, Wayne <wboyer@kwgd.com>
To: 'Charles Johnston' <chas1j65@yahoo.com>
Sent: Thursday, August 23, 2018, 01:29:23 PM EDT
Subject: RE: RE: RE: Email

Charles,

Here's our draft letter response. Assuming that you're ok with everything contained within, we're going to get it sent out today. Let me know your thoughts. Thanks!

Wayne A. Boyer
Attorney at Law

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.
4775 Munson St. NW; P.O. Box 36963
Canton, Ohio 44735-6963
Direct Dial: 330-244-2365

Main Phone: 330-497-0700, ext 150
Fax: 330-497-4020
E-mail: wboyer@kwgd.com
Website: www.kwgd.com

-

NOTICE:

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From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Thursday, August 23, 2018 10:42 AM
To: Boyer, Wayne
Subject: Re: RE: RE: Email

Ok, Thanks for letting me know.

9/30/21, 10:54 AM

LYNCH & LYNCH CO LPA Mail - Fw: Email

On Thursday, August 23, 2018, 10:26:49 AM EDT, Boyer, Wayne <wboyer@kwgd.com> wrote:

No sir, we will send it to opposing counsel via the email he provided.

Wayne A. Boyer
Attorney at Law

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.
4775 Munson St. NW; P.O. Box 36963
Canton, Ohio 44735-6963
Direct Dial: 330-244-2365

Main Phone: 330-497-0700, ext 150
Fax: 330-497-4020
E-mail: wboyer@kwgd.com
Website: www.kwgd.com

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From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Thursday, August 23, 2018 10:20 AM
To: Boyer, Wayne
Subject: Re: RE: Email

Are you sending it certified mail again? Also if they come back with another letter denying it again then the price goes up. We mean business no time for games. I will be in Cleveland today and I will keep an eye out for it. Thanks

On Thursday, August 23, 2018, 7:53:12 AM EDT, Boyer, Wayne <wboyer@kwgd.com> wrote:

Charles,

After Greg and I discussed our potential response, we decided that another formal letter addressing their allegations would be best. I'll get you a draft hopefully by the end of the day today.

9/30/21, 10:54 AM

LYNCH & LYNCH CO LPA Mail - Fw: Email

Wayne A. Boyer
Attorney at Law

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.
4775 Munson St. NW; P.O. Box 36963
Canton, Ohio 44735-6963
Direct Dial: 330-244-2365

Main Phone: 330-497-0700, ext 150
Fax: 330-497-4020
E-mail: wboyer@kwgd.com
Website: www.kwgd.com

NOTICE:

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From: Charles Johnston [<mailto:chas1j65@yahoo.com>]
Sent: Wednesday, August 22, 2018 10:08 AM
To: Boyer, Wayne
Subject: Email

Wayne,

Good Morning Wayne. Wanted to check the status on the email, haven't gotten anything yet. Let us know.

Thanks,

Charles



LETTER. Response to Mark Rodio re. August 13 email (02083210-2).docx
192K

Wayne A. Boyer, Esq.
Direct Line: 330-244-2365
wboyer@kwgd.com

August 23, 2018

Mark L. Rodio
FRANTZ WARD LLP
200 Public Square, Suite 3000
Cleveland, Ohio 44114
mrodio@frantzward.com

RE: Charles and Susan Johnston – Misrepresentation Issues Regarding Property at 2042 Stumpville Road, Jefferson, Ohio 44047

Dear Mr. Rodio:

As you are aware, the undersigned and Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. represent Charles W. Johnston and Susan L. Johnston (hereinafter "Clients") with respect to their ownership in 28.25 acres, located at 2042 Stumpville Road, Jefferson, Ohio 44047 and identified as Parcel No. 290070001200 ("Real Estate") and the purchase agreement Clients entered into with Dennis Ruck and R. Ann Peterson Ruck ("Sellers"), dated October 18, 2017 ("Agreement") related thereto. I am writing in response to your email dated August 13, 2018, in which you detailed numerous reasons why you believe that Sellers and Berkshire Hathaway HomeServices Professional Realty ("BHHS") are not liable for damages incurred by Clients as a direct result of Sellers' misrepresentations contained in the Agreement and Residential Property Disclosure Form ("Disclosure") related to the Real Estate. The purpose of this letter is to address your statements in the August 13 email and sample Motion to Dismiss attached to the email.

While we agree that the concept of *caveat emptor* applies to real estate purchases in Ohio, such that open and obvious defects cannot be the basis of a claim in an "as is" purchase situation, we disagree that the issues that Clients have encountered were "open and obvious" defects. Clients viewed all parts of the Real Estate, including the basement, in which the majority of the issues have been encountered, and did not observe any obvious indication that the basement had leaking issues. Furthermore, the certified appraiser who inspected the house for purposes of valuation for the loan process did not state that there were any issues in the basement. Home buyers are held to a standard of "comparison with ordinarily prudent persons of their station and experience confronted by the same or similar circumstances." *Traverse v. Long* (1956), 165 Ohio St. 249, 59 O.O. 325, 135 N.E.2d 256. In this situation, the defects in the Real Estate were not readily apparent; on the contrary, they only arose once the first spring thaw occurred, months after Clients purchased the house.

Please note one large fact difference between the sample Motion to Dismiss that you attached to your August 13 email and the facts at hand. In the Motion to Dismiss, it is evident that the seller in that case

indicated "yes" on the Disclosure as to whether there had been water intrusion affecting the house being sold. Therefore, the buyers were put on notice of a possible defect, and were not permitted to sit back and raise lack of expertise when a problem arose.

In this situation, Sellers affirmative stated "no" as to whether they had any knowledge of previous or current water leakage, accumulation, excess moisture, or other issues as it related to the property, including the basement:

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? Yes No
If "Yes", please describe and indicate any repairs completed:

Owner's Initials RRR Date _____
Owner's Initials RRR Date _____

Purchaser's Initials 0 Date 10/18/17
Purchaser's Initials SLJ Date 10/18/17

(Page 2 of 5)

Sellers affirmatively stated "no" as to knowledge of water or moisture related damage as to floors, walls, or ceilings as a result of flooding, plumbing issues, or appliances:

Property Address 2042 Stumpville Road, Jefferson, OH 44047

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No
If "Yes", please describe and indicate any repairs completed:

Sellers affirmatively stated "no" as to whether they knew of any previous or current movement, shifting, deterioration, material cracks or settling, or other material problems with the foundation, basement/crawl space, floors, or any interior/exterior walls:

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?
 Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years):

Therefore, unlike numerous cases that you cited in your motion to dismiss, Sellers affirmatively stated that they had no knowledge of any defects related to leaking in the basement, water-related damage to floors, walls, or ceilings, and wall deterioration. Please remember that, when Clients called Mr. Ruck in February 2018 about various leaking issues in the basement, Mr. Ruck directed Clients to a pail of hydraulic cement that was **already located in the basement** and stated that rubbing the hydraulic cement on the affected areas "**usually fixes it.**" Sellers obviously: a) knew about the leaking issues in the basement well before the sale, since they already had a bucket of material located in the basement to mitigate the problem; and b) the leaking had occurred on multiple occasions during Sellers' ownership of the Real Estate, since the hydraulic cement "usually" fixed the problem of leaking.

These affirmative statements were clear misrepresentations on the part of Sellers that were material to the sale of the Real Estate, as Sellers were in the best position to disclose any issues they knew of concerning the Real Estate and failed to do so, leading to Clients purchasing the Real Estate. Clients are not real estate brokers or house experts, and did not see any open and discoverable issues affecting the basement, walls, ceiling, and chimney. The leaking issues have led to the discovery of numerous additional discovered hidden issues related to the electrical wiring (the main fuse box/electrical panel for the home is located on a wall that is affected by the leaking) as well as plumbing issues that were hidden due to past repairs.

Furthermore, *caveat emptor* does not bar a purchaser's fraud claim in situations where a purchaser's duty of inspection is terminated upon a seller's knowing and material misrepresentations in response to a purchaser's inquiry. See *Foust v. Valleybrook Realty Co.* (1981), 4 Ohio App.3d 164, 446 N.E.2d 1122; see also *Tuckerman v. Doles* (June 13, 1990), Montgomery App No. 11926, 1990 WL 80563 (a purchaser is entitled to rely on the affirmative representations of the perpetrator of a fraud and need not prove justifiable reliance if a representation is reasonable on its face). In determining whether reliance is justifiable, courts consider items such as the nature of the transaction, the form and materiality of the representation, the relationship of the parties, the respective intelligence, experience, age, and mental and physical condition of the parties, and their respective knowledge and means of knowledge. *Finomore v. Epstein* (1984), 18 Ohio App.3d 88, 481 N.E.2d 1193.

In the present situation, Sellers were in a much better position to determine the state of the home and the materiality of the defects than Clients. Mr. Ruck was the owner of the Real Estate and had been for decades, and further has decades of experience as a realtor in the area. He, of all people, is well aware of the materiality of water leakage as it affects basements in Northeast Ohio and knows the purpose of the Disclosure forms and the part they play in real estate transactions. Furthermore, he had access, as the owner of the Real Estate, to decades' worth of information concerning the home, where Clients, who were moving to Ohio from Texas, had very little knowledge as to the state of basements in Ohio and were relying on the Disclosure and Mr. Ruck to inform them of any issues related thereto. Having superior knowledge of the condition of a system of a home and misrepresenting the same relieved Clients of the duty to inspect and prevented Sellers from hiding behind an "as is" clause to avoid liability for fraudulent misrepresentation. See *Brewer v. Brothers*, 82 Ohio App.3d 148, 611 N.E.2d 492.

As a direct result of the affirmative misrepresentations by Sellers, Clients have incurred the following damages:

- \$25,700.00 for repair of the basement and foundation related to the water issues;
- \$2,950.00 for plumbing repairs related to leaking issues;
- \$3,880.00 for electrical repairs (including \$2,350.00 due to the need to move the electrical panel in the wall in the basement because of flooding issues);
- \$56,211.00 due to needed barn repairs related to leaking and the removal of several supports by Sellers; and

August 23, 2018
Page 4

- \$14,000.00 for garage repairs due to water leakage surrounding a support beam.

As detailed above, Sellers cannot hide behind the concepts of *caveat emptor* and “as is” to avoid liability for their affirmative misrepresentations concerning the nature of the Real Estate. However, in an interest to settle this dispute and avoid litigation, Sellers will lower their demand to \$87,000.00 for the numerous misrepresentations and resulting damages, attorneys’ fees, and aggravation caused by Sellers’ and BHHS’ actions. Please respond within the next ten (10) calendar days.

Please do not hesitate to contact our office should you have any questions or concerns, or if you need anything further.

Very truly yours,

KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.

Wayne A. Boyer
WAB

9/30/21, 10:51 AM

LYNCH & LYNCH CO LPA Mail - Fw: Estimate attached



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Estimate attached

1 message

Tue, Sep 28, 2021 at 9:53 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

This is plumbing violations that have been fixed since we moved in

----- Forwarded Message -----

From: Service Tom Schaefer Plumbing <service@tsphvac.com>
To: "chas1j65@yahoo.com" <chas1j65@yahoo.com>
Sent: Monday, July 16, 2018, 03:16:07 PM EDT
Subject: Estimate attached

Attached is our proposal for 2042 Stumpville Rd. Please let us know if you need anything further.

Thanks,

Sue Andrews
Service Manager

--
Service
Tom Schaefer Plumbing Heating & Cooling

 **Johnston Plumbing Violation Repairs 7.16.18.docx**
19K



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Appraisal

1 message

Tue, Sep 28, 2021 at 9:52 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

This was the appraisal on the house, if you look the appraiser said we had a sump pump. the house did not get a sump pump installed until we waterproofed the basement in 2018.

----- Forwarded Message -----

From: Ben Choi <ben@veteransunited.com>
To: chas1j65@yahoo.com <chas1j65@yahoo.com>
Sent: Wednesday, July 11, 2018, 11:39:22 AM EDT
Subject: Appraisal

Here you go!



BEN CHOI



Senior Loan Officer, NMLS ID #47882

Get to know me

Connect with us

800-814-1103 ext 3303 **Veterans United Home Loans**



ben@vu.com 1400 Veterans United Drive

VeteransUnited.com Columbia, MO 65203

15734457190 (fax)

3143246258 (cell)



Download the AgentEdge app from Google Play or the App Store to get real-time updates on your client's loan journey, generate preapproval letters, calculate monthly payments and more.

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NOTICE: Email is not a secure medium. If you have important documents for your loan team you can securely upload them to your account at my.veteransunited.com or provide this information by fax, mail, or phone. Please avoid sending sensitive, personal information regarding your loan

9/30/21, 10:48 AM

LYNCH & LYNCH CO LPA Mail - Fw: Appraisal

or identity in emails or attachments.

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 **CharlesJohnstonAppraisal.pdf**
4311K

3. Once we receive the final inspection report from the appraiser, we will authorize the release of the held funds to the appropriate party.

If you have any questions or issues along the way, please feel free to contact me. I am here to help you!

Thank you!!



Jodi Taylor

Closing Work Flow Coord. , NMLS 1907

P: 573-876-2600 ext. 4859
F: 573-445-8411
E: Jodi.Taylor@veteransunited.com



Veterans United
Home Loans

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Your Benefit is Our Mission

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9/30/21, 10:45 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback

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9/30/21, 10:45 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback



E: Jodi.Taylor@veteransunited.com

Find us on Facebook [[facebook.com](https://www.facebook.com)]

Your Benefit is Our Mission

From: Charles Johnston [<mailto:chas1j65@yahoo.com>]
Sent: Tuesday, February 27, 2018 8:54 PM
To: Jodi Taylor
Subject: Re: Veterans United Home Loans - Escrow Holdback - Barnes

Jodi, I have a question who said the final inspection was done can you send me that info? Or call me on the 28 february. thanks. Charles

From: Jodi Taylor <Jodi.Taylor@veteransunited.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Tuesday, February 27, 2018 2:09 PM
Subject: RE: Veterans United Home Loans - Escrow Holdback - Barnes

Hello,

We have the final inspection showing the painting is complete ☺ I am still in need of the final invoice and contractor's W9 form in order to disburse the funds to have everyone paid.

Can you provide this to me? Or let me know who to follow up with for it?

Thanks a bunch!

Jodi

Jodi Taylor
Closing Work Flow Coord. , NMLS 1907



Veterans United.
Home Loans

P: 573-876-2600 ext. 4859

9/30/21, 10:45 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback



F: 573-445-8411
E: Jodi.Taylor@veteransunited.com

Find us on Facebook[facebook.com]

Your Benefit is Our Mission

From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Thursday, December 28, 2017 5:59 PM
To: Jodi Taylor
Subject: Re: Veterans United Home Loans - Escrow Holdback - Barnes

We have 120 days if weather permitting we had about a ft of snow sine 24 Dec expecting more and temps for the high are 14 i will let you know when it is safe to do the work.

From: Jodi Taylor <Jodi.Taylor@veteransunited.com>
To: "chas1j65@yahoo.com" <chas1j65@yahoo.com>
Sent: Thursday, December 28, 2017 5:20 PM
Subject: Veterans United Home Loans - Escrow Holdback - Barnes

Dear Matthew:

Thank you for choosing Veterans United Home Loans for your mortgage needs. I will be your contact person to assist you with anything related to the Escrow Holdback.

Your home loan closed as an Escrow Holdback, in which funds are held in escrow for the completion of work related to the Escrow Holdback. Upon completion, the held funds will be released.

The work associated with your escrow holdback is for **painting the exterior of the home.**

We understand this process can be a bit confusing. Here is how the process will work from here:

1. Once the above mentioned work is completed, *please contact me.*
2. Once we confirm the work is complete, we will schedule a **final inspection** of the work with the appraiser.



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Veterans United Home Loans - Escrow Holdback

1 message

Tue, Sep 28, 2021 at 9:46 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Jodi Taylor <jodi.taylor@veteransunited.com>
To: Charles Johnston <chas1j65@yahoo.com>
Sent: Thursday, March 15, 2018, 04:45:42 PM EDT
Subject: RE: RE: Veterans United Home Loans - Escrow Holdback

Wow! That is alarming.

Stay warm and safe and I will just plan to follow up in few weeks!



Jodi Taylor
Closing Work Flow Coord. , NMLS 1907

P: 573-876-2600 ext. 4859
F: 573-445-8411
E: Jodi.Taylor@veteransunited.com



Veterans United.
Home Loans

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Your Benefit is Our Mission

From: Charles Johnston [mailto:chas1j65@yahoo.com]
Sent: Wednesday, March 14, 2018 7:18 PM
To: Jodi Taylor
Subject: Re: RE: Veterans United Home Loans - Escrow Holdback

We just had another 6 inches today of snow 18 inches on the ground not looking good here

On Wednesday, March 14, 2018, 4:44:45 PM EDT, Jodi Taylor <Jodi.Taylor@veteransunited.com> wrote:

9/30/21, 10:45 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback

Hi Charles,

I just wanted to touch base to see how things are going. Has the weather improved enough for you to make any progress?

Jodi



Jodi Taylor

Closing Work Flow Coord. , NMLS 1907

P: 573-876-2600 ext. 4859

F: 573-445-8411

E: Jodi.Taylor@veteransunited.com



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From: Jodi Taylor
Sent: Wednesday, February 28, 2018 12:48 PM
To: 'Charles Johnston'
Subject: RE: Veterans United Home Loans - Escrow Holdback

Hi Charles, sorry for the confusion with this email. As mentioned on the phone it was meant for a different client.

Keep in touch with the painting needed on the garage.

Thank you!

Jodi Taylor

Closing Work Flow Coord. , NMLS 1907

P: 573-876-2600 ext. 4859

F: 573-445-8411



Veterans United.
Home Loans



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Veterans United Home Loans - Escrow Holdback - Johnston

1 message

Tue, Sep 28, 2021 at 9:43 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Jodi Taylor <jodi.taylor@veteransunited.com>
To: chas1j65@yahoo.com <chas1j65@yahoo.com>
Sent: Thursday, December 28, 2017, 05:02:42 PM EST
Subject: Veterans United Home Loans - Escrow Holdback - Johnston

Dear Charles:

Thank you for choosing Veterans United Home Loans for your mortgage needs. I will be your contact person to assist you with anything related to the Escrow Holdback.

Your home loan closed as an Escrow Holdback, in which funds are held in escrow for the completion of work related to the Escrow Holdback. Upon completion, the held funds will be released.

The work associated with your escrow holdback is for **scrape and pain the barn**.

We understand this process can be a bit confusing. Here is how the process will work from here:

1. Once the above mentioned work is completed, *please contact me*.
2. Once we confirm the work is complete, we will schedule a **final inspection** of the work with the appraiser.
3. Once we receive the final inspection report from the appraiser, we will authorize the release of the held funds to the appropriate party.

If you have any questions or issues along the way, please feel free to contact me. I am here to help you!

Thank you!!

Jodi Taylor

Closing Work Flow Coord., NMLS 1907

**Veterans United.**
Home Loans

9/30/21, 10:44 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback - Johnston



P: 573-876-2600 ext. 4859
F: 573-445-8411
E: Jodi.Taylor@veteransunited.com

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If you're reading this, it's probably because you pay attention to detail. Well, one detail we never overlook at Veterans United Home Loans is serving our nation's Veterans, service members and military families. This dedication has resulted in a 97.7% customer recommendation rating from the more than 100,000 customer reviews we've received since 2013.

NOTICE: Email is not a secure medium. Please don't send sensitive information like account numbers or social security numbers in your emails or as an attachment. We recommend you provide this information by fax, mail or phone.

Mortgage Research Center, LLC is an Equal Opportunity Lender, not endorsed or affiliated with a government agency, NMLS # 1907.

9/30/21, 10:44 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback - Barnes



Scott Lynch <scottlynch@lynch-lynch.com>

Fw: Veterans United Home Loans - Escrow Holdback - Barnes

1 message

Tue, Sep 28, 2021 at 9:43 PM

Charles Johnston <chas1j65@yahoo.com>
To: Scott Lynch <scottlynch@lynch-lynch.com>

----- Forwarded Message -----

From: Jodi Taylor <jodi.taylor@veteransunited.com>
To: chas1j65@yahoo.com <chas1j65@yahoo.com>
Sent: Thursday, December 28, 2017, 05:20:26 PM EST
Subject: Veterans United Home Loans - Escrow Holdback - Barnes

Dear Matthew:

Thank you for choosing Veterans United Home Loans for your mortgage needs. I will be your contact person to assist you with anything related to the Escrow Holdback.

Your home loan closed as an Escrow Holdback, in which funds are held in escrow for the completion of work related to the Escrow Holdback. Upon completion, the held funds will be released.

The work associated with your escrow holdback is for **painting the exterior of the home.**

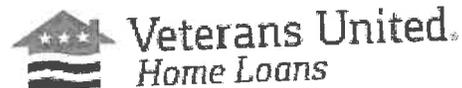
We understand this process can be a bit confusing. Here is how the process will work from here:

1. Once the above mentioned work is completed, *please contact me.*
2. Once we confirm the work is complete, we will schedule a **final inspection** of the work with the appraiser.
3. Once we receive the final inspection report from the appraiser, we will authorize the release of the held funds to the appropriate party.

If you have any questions or issues along the way, please feel free to contact me. I am here to help you!

Thank you!!

Jodi Taylor
Closing Work Flow Coord., NMLS 1907



9/30/21, 10:44 AM

LYNCH & LYNCH CO LPA Mail - Fw: Veterans United Home Loans - Escrow Holdback - Barnes



P: 573-876-2600 ext. 4859
F: 573-445-8411
E: Jodi.Taylor@veteransunited.com

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					File No.	LAPP 25-25-6-1111932
Borrower	Charles Johnston					
Property Address	2042 Stumpville Rd		County	Ashtabula	State	OH Zip Code 44047
City	Jefferson					
Lender/Client	Veterans United Home Loans/VA					

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Uniform Residential Appraisal Report

File # LAPP 25-25-6-1111932

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **2042 Stumpville Rd** City **Jefferson** State **OH** Zip Code **44047**
 Borrower **Charles Johnston** Owner of Public Record **Dennis N. Ruck** County **Ashtabula**

Legal Description **2 S CAUV # 1812**
 Assessor's Parcel # **290070001200** Tax Year **2016** R.E. Taxes \$ **2,320**

Neighborhood Name **Lenox Twp.** Map Reference **Ashtabula 22-B2** Census Tract **0011.01**
 Occupant Owner Tenant Vacant Special Assessments \$ **5** PUD HOA \$ **0** per year per month

Property Rights Appraised Fee Simple Leasehold Other (describe)
 Assignment Type Purchase Transaction Refinance Transaction Other (describe)

Lender/Client **Veterans United Home Loans/VA** Address **1400 Veterans United Drive, Columbia, MO 65203-0000**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? Yes No

Report data source(s) used, offering price(s), and date(s). **DOM 157; Per the NORMLS website, the subject is listed on 06/16/2017 for \$289,000 and reduced to \$284,000. MLS#3914701**

I did I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **Arms length sale; The original offer of \$284,000 on 10/18/2017 was accepted the same day.**

Contract Price \$ **284,000** Date of Contract **10/18/2017** Is the property seller the owner of public record? Yes No Data Source(s) Auditors Web Site
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
 If Yes, report the total dollar amount and describe the items to be paid. **\$0;**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics		One-Unit Housing Trends		One-Unit Housing		Present Land Use %
Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	75 %	
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths			Commercial		
Neighborhood Boundaries Holcomb Road North, The Township Line West, Brockway Road South, and Rte 11 East.		450	High	200		
Neighborhood Description This area has a wide mix of property types and value. This area has some working farms, homes with larger tracts of land and vacant land. Local commercial support businesses are located to the Northeast in Jefferson. This area has average appeal in the market.		120	Pred.	60		25 %

Dimensions **494 x 2520/2508 x 449** Per Realist Area **28.25 ac** Shape **Rectangular** View **N,Res;**
 Specific Zoning Classification **R-1** Zoning Description **Residential/Agricultural**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe

Utilities **Public** Other (describe)
 Electricity 100 AMP Water **Public** Other (describe) Off-site Improvements - Type **Public** Private
 Gas Well on Site Sanitary Sewer Well Septic Street **Asphalt** Alley **None**
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **X** FEMA Map # **39007C0285D** FEMA Map Date **12/18/2007**
 Are the utilities and off-site improvements typical for the market area? Yes No If No, describe
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe

General Description	Foundation	Exterior Description	materials/condition	Interior	materials/condition
Units <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Stone/Block/Average	Floors	Hdwd/Carpet/Good
# of Stories 2	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Vinyl/Good	Walls	Plaster/Drywall/Good
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area 1,076 sq.ft.	Roof Surface	Asphalt/Shingl/Good	Trim/Finish	Oak/Good
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish 0 %	Gutters & Downspouts	Aluminum/Good	Bath Floor	Ceramic/Good
Design (Style) Colonial	<input type="checkbox"/> Outside Entry/Exit <input checked="" type="checkbox"/> Sump Pump	Window Type	Double Hung/Good	Bath Wainscot	Ceramic/Good
Year Built 1825	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Vinyl/Therm/Good	Car Storage	<input type="checkbox"/> None
Effective Age (Yrs) 30	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Cloth/Good	<input checked="" type="checkbox"/> Driveway	# of Cars 8
Attic <input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) # 0	Driveway Surface	Gravel
<input type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> Stairs	<input type="checkbox"/> Other Fuel Gas	<input checked="" type="checkbox"/> Fireplace(s) # 1	<input type="checkbox"/> Fence None	<input checked="" type="checkbox"/> Garage	# of Cars 2
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input checked="" type="checkbox"/> Patio/Deck Rear	<input checked="" type="checkbox"/> Porch Front	<input type="checkbox"/> Carport	# of Cars 0
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool None	<input checked="" type="checkbox"/> Other Out Bldg	<input type="checkbox"/> Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in
Appliances <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> Other (describe)					
Finished area above grade contains: 9 Rooms 4 Bedrooms 1.0 Bath(s) 2,464 Square Feet of Gross Living Area Above Grade					
Additional features (special energy efficient items, etc.). Thermopane windows					

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **C3:Kitchen-remodeled-one to five years ago; Bathrooms-remodeled-less than one year ago; See attached addenda.**

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe

Uniform Residential Appraisal Report

File # LAPP 25-25-6-1111932

There are 9 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 244,900 to \$ 375,000		There are 8 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 252,500 to \$ 335,000	
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2
Address	2042 Stumpville Rd Jefferson, OH 44047	4989 State Route 307 E Geneva, OH 44041	982 Mechanicsville Rd Rock Creek, OH 44084
Proximity to Subject		8.57 miles NW	6.70 miles NW
Sale Price	\$ 284,000	\$ 262,500	\$ 310,000
Sale Price/Gross Liv. Area	\$ 115.26 sq.ft.	\$ 124.17 sq.ft.	\$ 143.12 sq.ft.
Data Source(s)		Normls#3787367;DOM 1667	NORMLS#3876477;DOM 94
Verification Source(s)		Auditors website	Auditors Website/File
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) \$ Adjustment	DESCRIPTION +(-) \$ Adjustment
Sales or Financing	Armlth	Armlth	Armlth
Concessions	Cash;0	Conv;0	VA;0
Date of Sale/Time	s11/16;Unk	s05/17;Unk	s08/17;c08/17
Location	N;Res;	N;Res;	N;Res;
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	28.25 ac	2.35 ac +51,800	12.13 ac +32,200
View	N;Res;	N;Res;	N;Res;
Design (Style)	DT2;Colonial	DT2;Colonial	DT2;Contempore
Quality of Construction	Q3	Q3	Q3
Actual Age	192	177	18
Condition	C3	C2 -30,000	C3 -35,000
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	9 4 1.0	7 4 2.1 -6,000	6 3 2.1 -6,000
Gross Living Area	2,464 sq.ft.	2,114 sq.ft. +7,000	2,166 sq.ft. +6,000
Basement & Finished Rooms Below Grade	1076sf0sfin	650sf0sfin	0 1643sf575sfwu 1r0br0.0ba0o -2,000
Functional Utility	Average	Average	Average
Heating/Cooling	FWA/CAC	Bsbd/None	FWA/CAC
Energy Efficient Items	Therm Windows	Ins Windows	0 Ins Windows
Garage/Carport	2qa8dw	2qa2dw +3,000	0 2qa6dw +3,000
Porch/Patio/Deck	Patio, Deck, Fp	Patio, Deck, Fp	0 Pat.Pr.Fp wdst 0
Amenities	Barn 42x50	None +5,000	0 Out Bldg (4) -15,000
Original List Price	\$289,000	\$279,000	\$319,900
Net Adjustment (Total)		\$ 30,800	\$ -17,800
Adjusted Sale Price of Comparables		Net Adj. 11.7% Gross Adj. 39.2% \$ 293,300	Net Adj. 5.7% Gross Adj. 30.4% \$ 292,200

did did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Ashtabula County Auditor's Website

My research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Ashtabula County Auditor's Website

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	01/13/2017			
Price of Prior Sale/Transfer	\$0			
Data Source(s)	AshtabulCtyAuditor'sWbsite	AshtabulCtyAuditor'sWbsite	AshtabulCtyAuditor'sWbsite	AshtabulaCntyAuditorWbst
Effective Date of Data Source(s)	11/27/2017	11/27/2017	11/27/2017	11/27/2017

Analysis of prior sale or transfer history of the subject property and comparable sales All information for the subject and comparables was found on the Cuyahoga County Auditors website. The subject previous transfer was a survivorship deed. There are no previous sales in the past 12 months for the comparables listed.

Summary of Sales Comparison Approach See attached addenda.

Indicated Value by Sales Comparison Approach \$	293,000	Cost Approach (if developed) \$		Income Approach (if developed) \$	
---	---------	---------------------------------	--	-----------------------------------	--

Indicated Value by: Sales Comparison Approach \$ 293,000

The sales comparison approach carried the most weight in this report. The income approach was not utilized due to a lack of reliable rental data for similar homes in this area. The cost approach was not applicable for this assignment due to the subjects age and the difficulty in estimating accrued depreciation.

This appraisal is made "as is", subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. This appraisal report is intended for use by Veterans United Home Loans/Veteran Affairs only. This report is not intended for any other use or user.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 293,000, as of 11/27/2017, which is the date of inspection and the effective date of this appraisal.

Uniform Residential Appraisal Report

File# LAPP 25-25-6-1111932

Deborah Dombrowski assisted appraiser with this report by typing information appraiser has provided, attaching photos, maps, mls information and auditors information for all listings and comparables.

The tax and special assessment amounts listed are an annual amount

Special assessments are for the 911 phone line

The appraiser has not performed an appraisal or any other service on the subject in the past three years.

There were no gas wells, oil wells or fracking present on or running through the subject property noted at the time of this inspection.

No purchaser or seller of the subject property nor any borrower are intended users of this appraisal and no such parties should use or rely on this appraisal for any purpose. All such parties are advised to consult with an appraiser or other professional of their own choosing.

The subject is a legally permissible use based on its current zoning. Also, the lot size, shape and land-to-building ratio allow the present structure and indicate a good utilization of the improvements. Based on current market conditions, the existing structure as a single family residence is its financially feasible and maximally productive use. The highest and best use, as if vacant, would be to construct a single family residence.

The subject exceeded the predominate value for the area but is within the overall range for this market, the subject is not an over improvement for this area.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

COST APPROACH

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW Source of cost data _____ Quality rating from cost service _____ Effective date of cost data _____ Comments on Cost Approach (gross living area calculations, depreciation, etc.) _____ The cost approach was not applicable due to the subjects age and the difficulty in estimating accrued depreciation. .	OPINION OF SITE VALUE _____ = \$ DWELLING Sq.Ft. @ \$ _____ = \$ Sq.Ft. @ \$ _____ = \$ Garage/Carport Sq.Ft. @ \$ _____ = \$ Total Estimate of Cost-New _____ = \$ Less Physical Functional External _____ Depreciation _____ = \$(_____) Depreciated Cost of Improvements _____ = \$ "As-is" Value of Site Improvements _____ = \$ Estimated Remaining Economic Life (HUD and VA only) 40 Years INDICATED VALUE BY COST APPROACH _____ = \$
--	--

INCOME

Estimated Monthly Market Rent \$ _____ Summary of Income Approach (including support for market rent and GRM) _____	INCOME APPROACH TO VALUE (not required by Fannie Mae) X Gross Rent Multiplier _____ = \$ _____ Indicated Value by Income Approach _____
--	--

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project _____
 Total number of phases _____ Total number of units _____ Total number of units sold _____
 Total number of units rented _____ Total number of units for sale _____ Data source(s) _____
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion. _____
 Does the project contain any multi-dwelling units? Yes No Data Source _____
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion. _____
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options. _____
 Describe common elements and recreational facilities. _____

Uniform Residential Appraisal Report

File # LAPP 25-25-6-111932

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit, including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.

2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.

6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File# LAPP 25-25-6-111932

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Uniform Residential Appraisal Report

File# LAPP 25-25-6-111932

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

esign.alamode.com/verify Serial: 2A4586A6

APPRAISER

Signature 
 Name Edward Kocin
 Company Name Kocin Appraisal Services, Inc
 Company Address PO Box 115
 Gates Mills, OH 44040-0115
 Telephone Number (440) 460-0466
 Email Address ekocin@ohio-appraisal.com
 Date of Signature and Report 12/04/2017
 Effective Date of Appraisal 11/27/2017
 State Certification # 2009000565
 or State License # _____ State # _____
 or Other (describe) _____
 State OH
 Expiration Date of Certification or License 09/02/2018

ADDRESS OF PROPERTY APPRAISED
2042 Stumpville Rd
Jefferson, OH 44047
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 293,000

LENDER/CLIENT
 Name No AMC
 Company Name Veterans United Home Loans/VA
 Company Address 1400 Veterans United Drive, Columbia, MO
 65203-0000
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
 Date of Inspection _____
- Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
 Date of Inspection _____

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Condition Ratings and Definitions

C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

Quality Ratings and Definitions (continued)

Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

Example:
3.2 indicates three full baths and two half baths.

Market Conditions Addendum to the Appraisal Report

File No. LAPP 25-25-6-1111932

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address: **2042 Stumpville Rd** City: **Jefferson** State: **OH** ZIP Code: **44047**

Borrower: **Charles Johnston**

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
				Increasing	Stable	Declining
Total # of Comparable Sales (Settled)	4	0	4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Absorption Rate (Total Sales/Months)	0.67	0	1.33	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total # of Comparable Active Listings	4	5	9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Months of Housing Supply (Total Listings/Ab.Rate)	6.0	0	6.8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	307,500'	0	287,450	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable Sales Days on Market	224	0	14	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable List Price	299,950	274,900	299,900	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Comparable Listings Days on Market	272	218	104	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Median Sale Price as % of List Price	96.57	0	98.38	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Seller-(developer, builder, etc.)paid financial assistance prevalent? Yes No

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). **The market area has seen few seller concessions over the past 6-12 months. Seller concessions are not prevalent in the market area.**

Are foreclosure sales (REO sales) a factor in the market? Yes No If yes, explain (including the trends in listings and sales of foreclosed properties).

There have been some foreclosed homes in the area, but they have not had a major effect on values in the area.

Cite data sources for above information. **NEOHREX index, Federal Housing Finance Agency, local realtors and builders**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

Due to the limited available sales and listings for the area the trends were more difficult to estimate. With 4 comparable sales for the 7-12 month, 0 for the 4-6 and 4 for the 3-current month periods the trends listed were not reliable. This lack of data also effected the days on market. Overall research from the area suggests more stable sales and listing prices. With more competitive pricing marketing time has remained stable while the sales price to listing price ratio has also been stable.

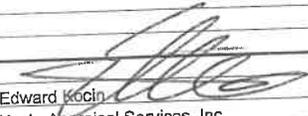
If the subject is a unit in a condominium or cooperative project, complete the following:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
				Increasing	Stable	Declining
Total # of Comparable Sales (Settled)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absorption Rate (Total Sales/Months)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total # of Active Comparable Listings				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are foreclosure sales (REO sales) a factor in the project? Yes No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

 Serial:2A4586A6

Signature  Appraiser Name Edward Kocin Company Name Kocin Appraisal Services, Inc Company Address PO Box 115, Gates Mills, OH 44040-0115 State License/Certification # 2009000565 State OH Email Address ekocin@ohio-appraisal.com	Signature Supervisory Appraiser Name Company Name Company Address State License/Certification # State Email Address
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Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of Veterans United Home Loans/VA, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of Veterans United Home Loans/VA, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that Veterans United Home Loans/VA has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

 esign.alamode.com/verify Serial:2A4586A6

Signature



12/04/2017

Date

Edward Kocin

Appraiser's Name

2009000565

State License or Certification #

Kocin Appraisal Services, Inc

State Title or Designation

09/02/2018

Expiration Date of License or Certification

OH

State

2042 Stumpville Rd, Jefferson, OH 44047

Address of Property Appraised

05/13

APPRAISER DISCLOSURE STATEMENT
In Compliance with Ohio Revised Code Section 4763.12(C)

File No. LAPP 25-25-6-1111932

Name of Appraiser: Edward Kocin

Class of Certification/Licensure: Certified General
 Certified Residential
 Licensed Residential General Licensed
 Temporary

Certification/Licensure Number: 2009000565

Scope: This Report is within the scope of my Certification or License
 is not within the scope of my Certification or License

Service Provided by: Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

Signature of person  Serial: 2A4586A6
esign.alamode.com/verify

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser

State of Ohio
Department of Commerce
Division of Real Estate Appraiser Section
Cleveland (216) 787-3100

VA Addendum to Fee Appraiser's Report: Cleveland RLC Client Requirements

VA Case Number : LAPP 25-25-6-1111932 Property Address : 2042 Stumpville Rd
Jefferson, OH 44047

If the report was not completed within the timeliness standards was the Cleveland RLC notified by updating the case notes in WebLGY? Yes No

Comments on timeliness: (if necessary)
Report was submitted on time

VA required market analysis

1. The current sales price to list price ratio is _____ %
2. The current average marketing time for this market is 97 %
3. Comments on the current marketing trend (increasing, declining, or stable) 120 days.

Property values are stable at present. The demand and supply appear to be in balance. Marketing time is 3 to 6 months which is comparable to other competing nearby communities. V.A., F.H.A. and Conventional financing available in this area.

4. Comments on prevalence of sales or financing concessions to include if/how they impact the market: Closing costs are typically in the 1%-4% range for this area.

5. VA Certification:

"I have considered relevant competitive listings and/or contract offerings in the performance of this appraisal and in the trending information reported in this section. If a trend is indicated I have attached another addendum providing relevant competitive listing/contract offering data."

6. If the subject property is served by a well, is public water available at property line? No
Verified by Ashtabula County Phone number 440-576-6010
7. If the subject property is served by a septic, is public sewer available at property line? No
Verified by Ashtabula County Phone number 440-576-6010

8. Remaining economic life 40. Do not report as a range of years. It can reflect a plus or minus but not a range, and an explanation is required if the REL is less than 30 years.

9. If the appraised value was below purchase price, was the "Tidewater Initiative" (VA circular 26-03-11) followed and explained in the appraisal? URAR Page # N/A

10. Comments on comparables over 6 months old and/or excessive distance from the subject.
The comparable search included all of the defined market area. The search was concentrated on competing Century Home dwellings of similar quality, condition, size, location and appeal. This search revealed a very limited comparable pool. The subjects rural location and lack of sales forced the search radius to be expanded into competing market areas.

11. If the neighborhood section of esign.alamode.com/verify Serial# 2A4586A6 situation was a listings/offers addendum provided. Refer to VA Pamphlet 26-7, Chapter 11, section 8 e. Yes No

Appraiser's Signature
for VA Certification
01/20/2012

Edward Kocin

Date: 12/04/2017

Repairs Required to meet Minimum Property Requirements (MPRs) for VA Financing

Repairs needed to meet the Minimum Property Requirements (MPRs) and make the subject safe, sound, and sanitary (i.e., structurally sound, free of roof leaks and have operable mechanical systems). All repairs are to be completed according to industry standards, and in a good workmanlike manner. The dwelling will meet VA's Minimum Property Requirements for existing dwellings as outlined in VA Pamphlet 26-7, Chapter 12 when the needed MPR repairs are completed.

Structural repairs needed

None Noted

Roof repairs needed

None Noted

Mechanical Systems repairs needed
Plumbing / Fixtures

Hot water tank flue pipe to be sealed at chimney

Electrical

exposed wiring was noted in the basement area of the home.
open work box in garage needs a cover plate installed
outlet in bath is not GFI protected. This needs to be repaired per code.

HVAC

None Noted

Defective paint surfaces (home built pre-1978)

Multiple areas of chipped, peeling and missing paint noted on exterior of home, windows and subjects Barn
All areas need to be repaired.

Other Repair Items

Basement stair case, attic stairs, front porch steps and stairs in garage need a hand rail installed.
Deck has 2 areas with missing railings. Both need repair
Loose siding was noted on family room portion of home

Remarks:

Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA			Zip Code	44047



Subject Front

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject Rear



Subject Street

Subject Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047



Subject Front

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject Rear



Subject Street

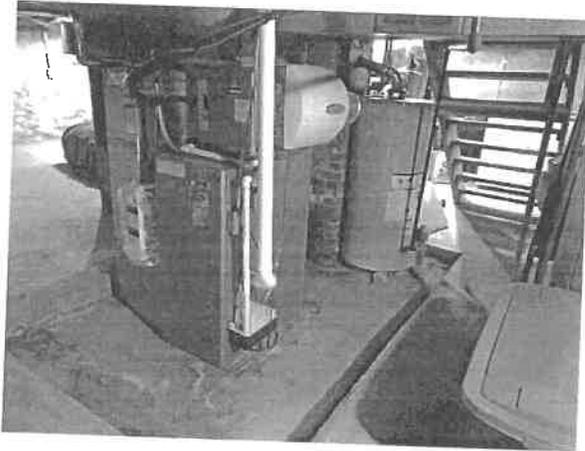
Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA			Zip Code	44047



Subject Front

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject basement



Subject dining room

Subject Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA	Zip Code	44047



Subject bath 1 of 2

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject bath 2 of 2



Subject living room

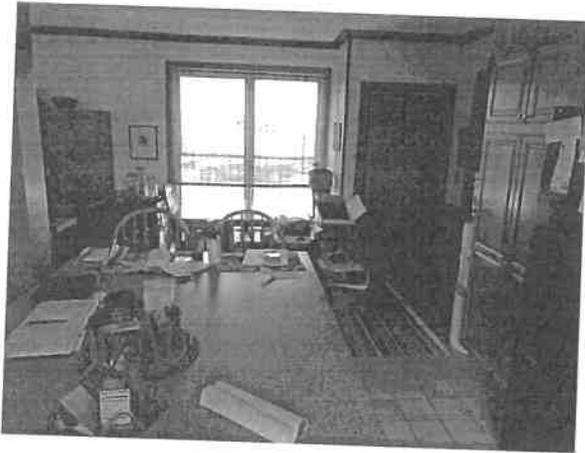
Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA			Zip Code	44047



Subject kitchen

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject kitchen



Subject family room

Subject Photo Page

Borrower	Charles Johnston							
Property Address	2042 Stumpville Rd		County	Ashtabula	State	OH	Zip Code	44047
City	Jefferson							
Lender/Client	Veterans United Home Loans/VA							



Subject bedroom

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject bedroom



Subject bedroom

Subject Photo Page

Borrower	Charles Johnston						
Property Address	2042 Stumpville Rd						
City	Jefferson	County	Ashtabula	State	OH	Zip Code	44047
Lender/Client	Veterans United Home Loans/VA						



Subject bedroom

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



Subject garage



Subject garage

Subject Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047

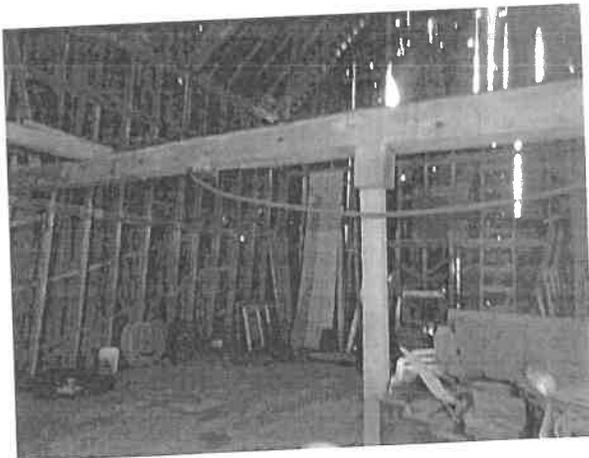


Subject garage loft

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192



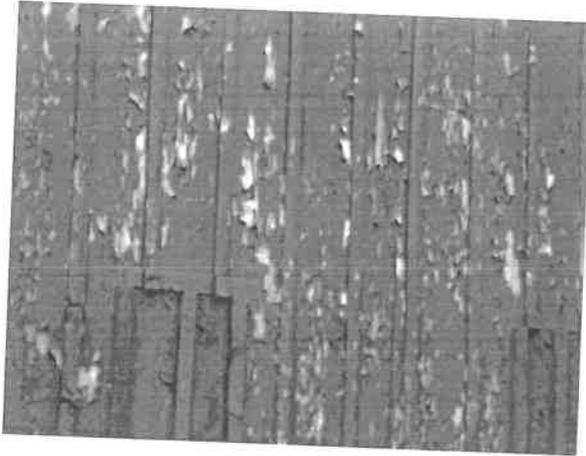
Subject Barn



Subject Barn

Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA			Zip Code	44047



Subject barn siding

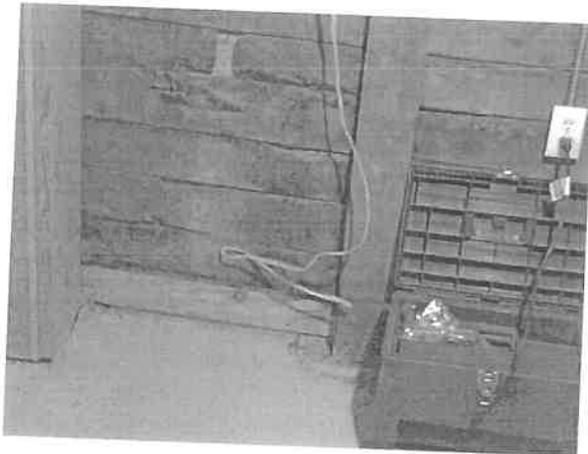
2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

chipped, peeling, missing
paint to be repaired



Subject garage loft steps

hand rail required

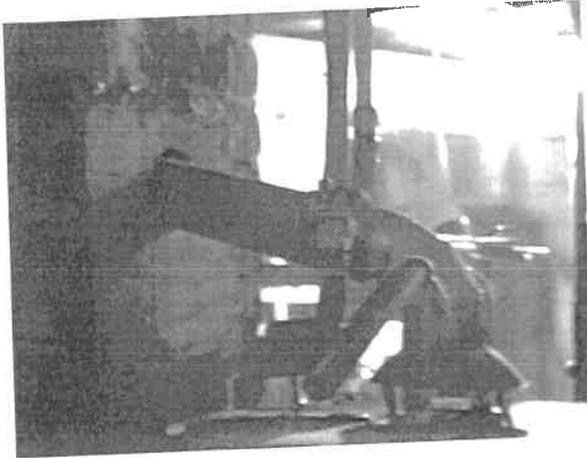


Subject basement

exposed wires to be removed

Subject Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047



Subject HWT flue

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

to be sealed at chimney



Subject basement steps

hand rail required



Subject bath outlet by sink

GFI outlet required to code

Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA		Zip Code	44047	



Subject attic steps

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

hand rail required



Subject garage HWT

cover plate for work box
required



Subject deck

missing rails to be installed
2 areas

Subject Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047



Subject loose siding

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

to be repaired



Subject loose siding

to be repaired



Subject front porch steps

hand rail required

Subject Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA	Zip Code	44047		



Subject bsmt windows

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

chipped, peeling, missing
paint to be repaired



Subject window

chipped, peeling missing
paint to be repaired

Subject Photo Page

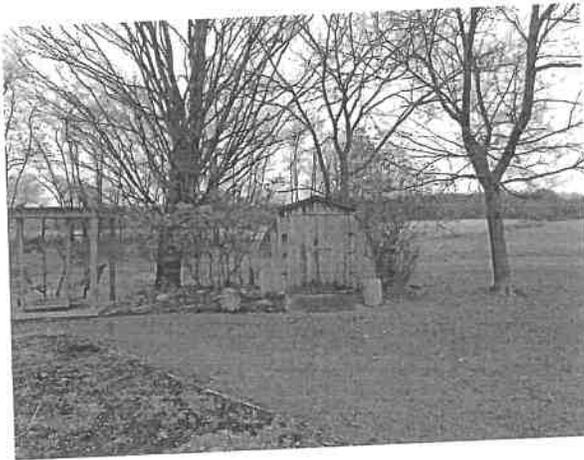
Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047



Subject Sheds

2042 Stumpville Rd
Sales Price 284,000
Gross Living Area 2,464
Total Rooms 9
Total Bedrooms 4
Total Bathrooms 1.0
Location N;Res;
View N;Res;
Site 28.25 ac
Quality Q3
Age 192

no value given



Subject shed

no value given



Subject shed

no value given

Comparable Photo Page

Borrower	Charles Johnston				
Property Address	2042 Stumpville Rd				
City	Jefferson	County	Ashtabula	State	OH
Lender/Client	Veterans United Home Loans/VA		Zip Code	44047	



Comparable 1

4989 State Route 307 E
 Prox. to Subject 8.57 miles NW
 Sale Price 262,500
 Gross Living Area 2,114
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 2.35 ac
 Quality Q3
 Age 177



Comparable 2

982 Mechanicsville Rd
 Prox. to Subject 6.70 miles NW
 Sale Price 310,000
 Gross Living Area 2,166
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 12.13 ac
 Quality Q3
 Age 20

appraiser personal file photo



Comparable 3

1924 E Morgan Rd
 Prox. to Subject 7.91 miles NE
 Sale Price 335,000
 Gross Living Area 2,219
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location N;Res;
 View N;Res;
 Site 15.04 ac
 Quality Q3
 Age 18

appraiser personal file photo

Listing Photo Page

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd	County	Ashtabula
City	Jefferson	State	OH
Lender/Client	Veterans United Home Loans/VA		
		Zip Code	44047

Listing 1

819 Lenox New Lyme Rd
 Proximity to Subject 2.81 miles NE
 List Price 264,900
 Days on Market 96
 Gross Living Area 2,528
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 2.1
 Age/Year Built 23

Listing 2

1475 Chapel Rd
 Proximity to Subject 4.88 miles N
 List Price 289,900
 Days on Market 59
 Gross Living Area 2,424
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.0
 Age/Year Built 39



Proximity to Subject
 List Price
 Days on Market
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Age/Year Built

INVOICE

FROM:
 Kocin Appraisal Services, Inc.
 PO Box 115
 Gates Mills, Oh 44040
 Telephone Number: 440-460-4660 Fax Number:

TO:
 Veterans United Home Loans/VA
 1400 Veterans United Drive
 Columbia, MO 65203-0000
 E-Mail:
 Telephone Number: Fax Number:
 Alternate Number:

INVOICE NUMBER	
DATES	
Invoice Date:	11/27/2017
Due Date:	
REFERENCE	
Internal Order #:	KASI41717
Lender Case #:	
Client File #:	LAPP 25-25-6-1111932
FHA/VA Case #:	LAPP 25-25-6-1111932
Main File # on form:	LAPP 25-25-6-1111932
Other File # on form:	
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender: Veterans United Home Loans/VA Client: Veterans United Home Loans/VA
 Purchaser/Borrower: Charles Johnston
 Property Address: 2042 Stumpville Rd
 City: Jefferson
 County: Ashtabula
 Legal Description: 2 S CAUV # 1812 State: OH Zip: 44047

FEES

DESCRIPTION	AMOUNT
VA Uniform Residential Appraisal Report	450.00
SUBTOTAL	
	450.00

PAYMENTS

CHECK #	DATE	DESCRIPTION	AMOUNT
Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			
TOTAL DUE			\$ 450.00

Realist Site Map

Matrix

Criteria Map Jump to Add

PDF-XChange
11/28
0 of 0
Checked 0
All - None - Page -
Click for parcel details

Google

Map data ©2017 Google (imagery ©2017. Digi) 200 ft

© 2017 USDA, F. Report a map error

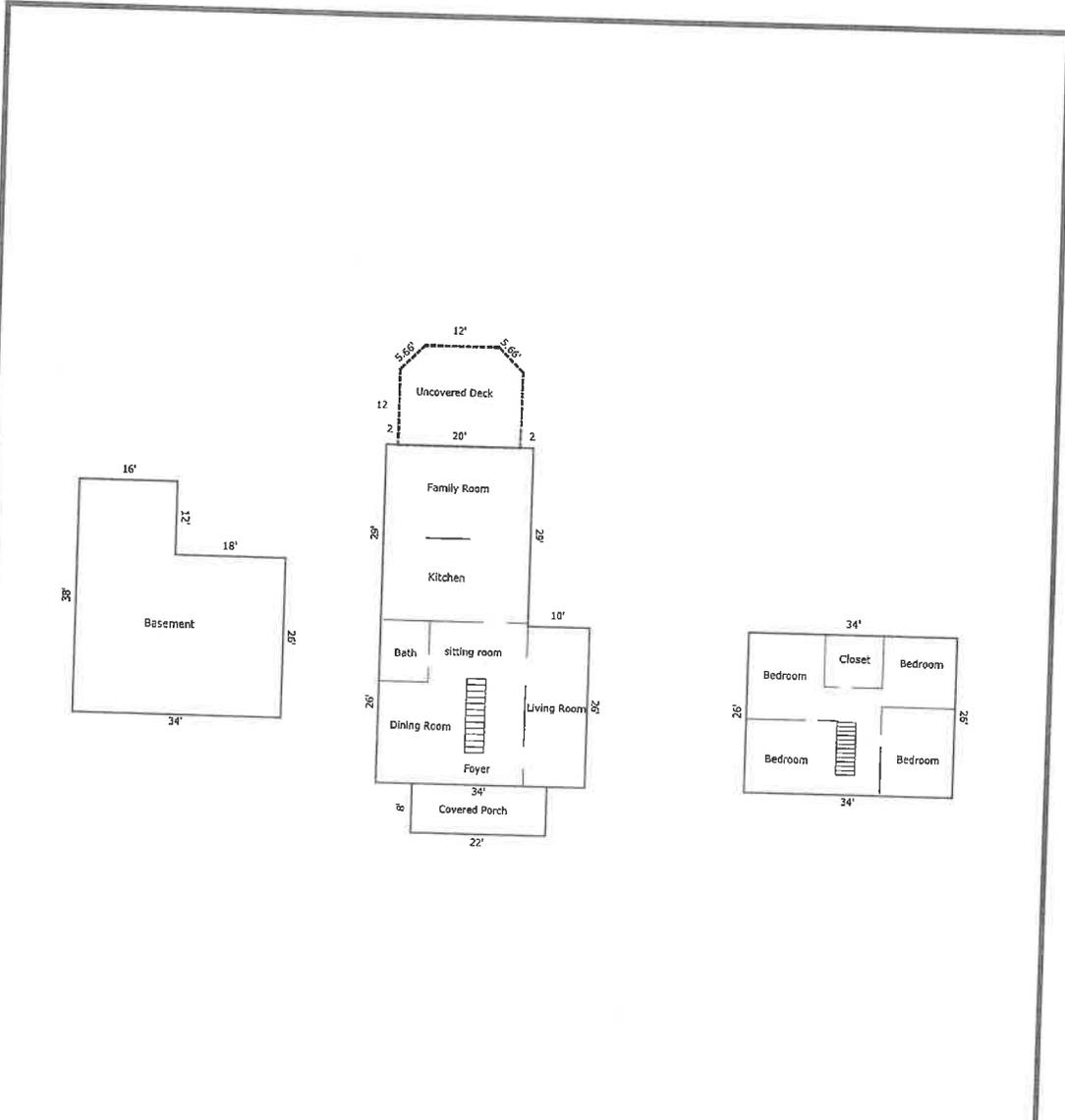
Status is one of 'Coming Soon', 'Active', 'Contingent', 'Pending'
County is 'Ashtabula'
City is 'Lanox'
Ordered by Status, Area, Current Price
Found 0 results in 0.09 seconds.

Tools

http://neohrex.mismatrix.com/Matrix/Results.aspx?c=AAEAAAD*****AQAAAAAARAAQAAAFUAAAAGAgAAAQyNDixBgMAAAABMwYEAAAAAT... 1/1

Building Sketch (Page - 1)

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047



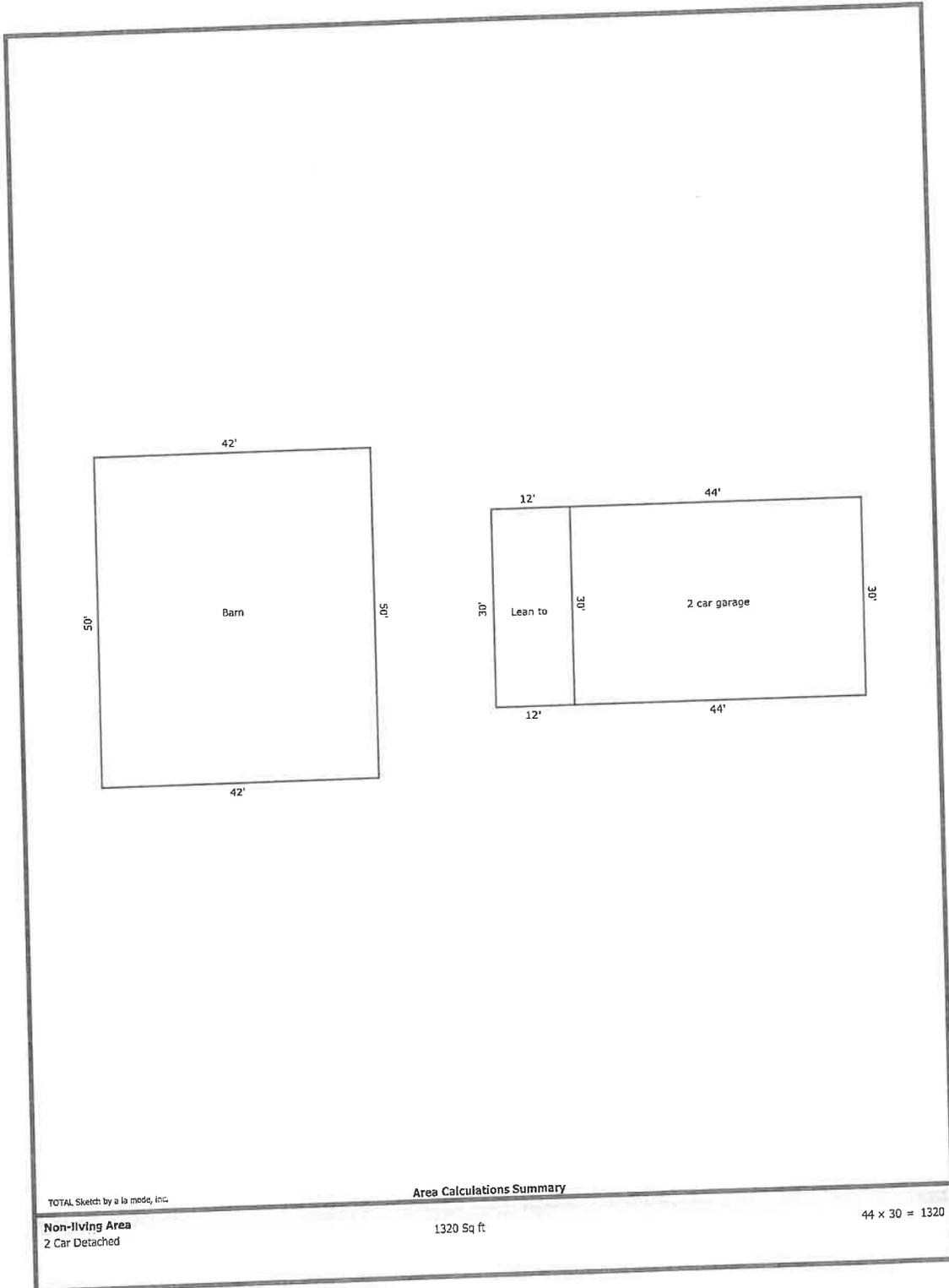
TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Living Area	Area	Calculation Details
First Floor	1580 Sq ft	$24 \times 29 = 696$ $26 \times 34 = 884$
Second Floor	884 Sq ft	$34 \times 26 = 884$
Total Living Area (Rounded):	2464 Sq ft	
Non-living Area		
Open Porch	176 Sq ft	$8 \times 22 = 176$
Wood Deck	306.86 Sq ft	$20 \times 12.14 = 242.86$ $12 \times 4 = 48$ $0.5 \times 4 \times 4 = 8$ $0.5 \times 4 \times 4 = 8$
Basement	1076 Sq ft	$34 \times 26 = 884$ $15 \times 12 = 192$

Building Sketch (Page - 2)

Borrower	Charles Johnston			
Property Address	2042 Stumpville Rd	County	Ashtabula	
City	Jefferson	State	OH	
Lender/Client	Veterans United Home Loans/VA		Zip Code	44047



TOTAL Sketch by a la mode, inc.

Area Calculations Summary

Non-living Area
2 Car Detached

1320 Sq ft

44 x 30 = 1320

Supplemental Addendum

File No. LAPP 25-25-6-1111932

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047

• **URAR: Improvements - Condition of the Property**

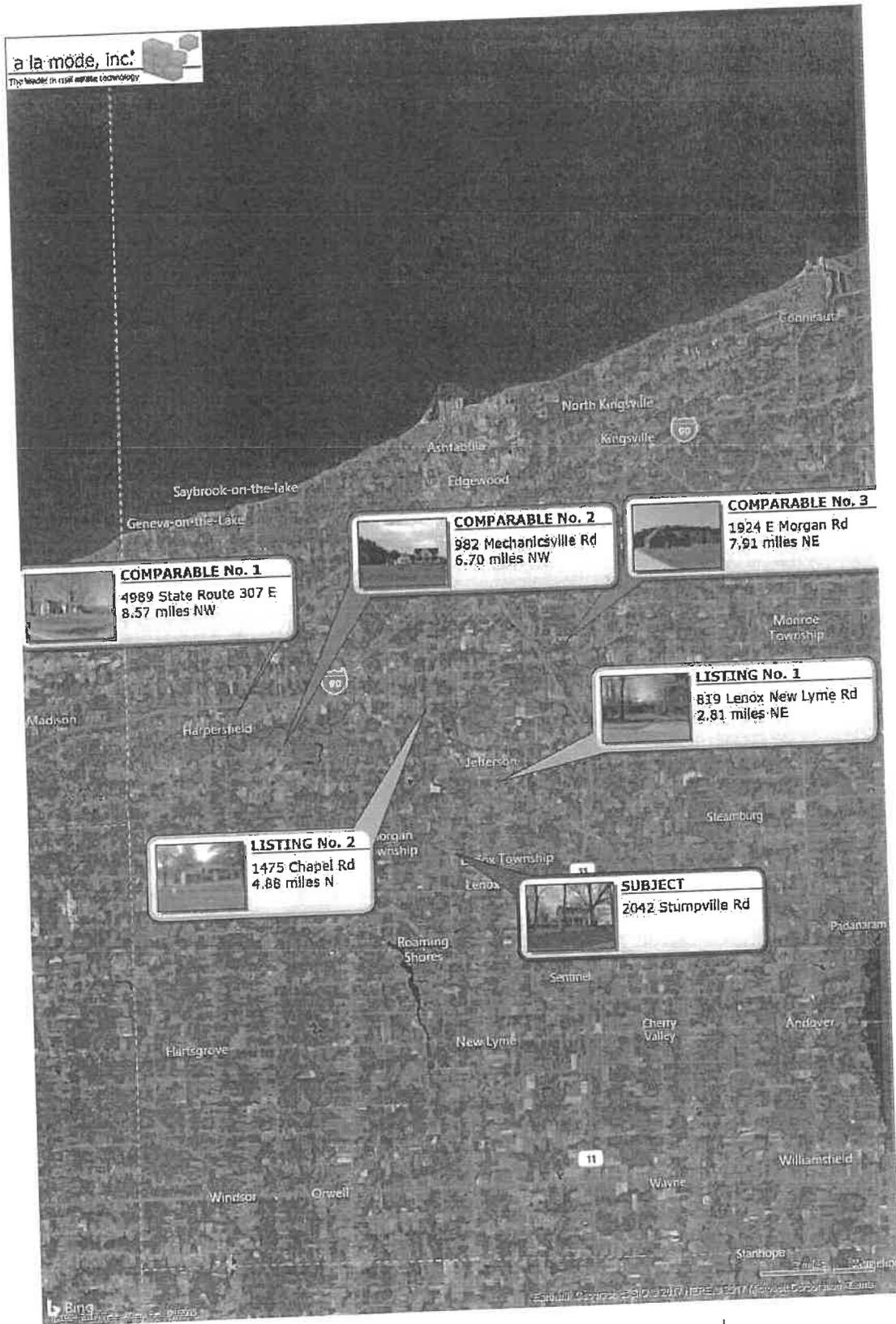
Water conditioning system. Newer gas furnace, new hardwood flooring in foyer, dining room and sitting area. Remodeled Kitchen has hickory cabinets, solid surface counter top, a center island with a breakfast bar, custom tile back splash and ceramic tile flooring. Family room has a gas freestanding fireplace and sliding glass doors that lead to the deck. Remodeled bath. Out building has heat, electric, insulated walls, concrete floor and a full loft. Additional updating to home include new gas fireplace in family room (2009), a/c, entrance doors, completely expanded and remodeled kitchen, newer electrical breaker panel, new basement concrete floor, wiring and lighting. Remodeled bath. Subject has an over sized 2 car garage with a work shop area.

• **URAR: Sales Comparison Analysis - Summary of Sales Comparison Approach**

The comparable search included all of the defined market area. The search was concentrated on competing Century Home dwellings of similar quality, condition, size, location and appeal. This search revealed a very limited comparable pool. The subjects rural location and lack of sales forced the search radius to be expanded into competing market areas. Realtor comments and interior photographs when provided were reviewed. The condition rating was based on the comments and photographs. Comparable 1 was listed as being completely remodeled in 2009. NOTE: this property was sold with a lot split from a main parcel of 75.91 acres. This split was verified with the Auditors real estate office. Comparables 2 and 3 are newer homes on larger sites from the subjects market area. Comparable 3 was inspected by the appraiser. No viable comparable were found to bracket the subjects site. Due to the subjects large lot size, lack of similar age comparables and a lack of viable similar comparables the gross adjustments have exceeded normal parameters. Comparable 1 was considered most similar in age and appeal. Therefore it carried the most weight in this report.

Location Map

Borrower	Charles Johnston			
Property Address	2042 Stumpville Rd	County	Ashtabula	
City	Jefferson	State	OH	
Lender/Client	Veterans United Home Loans/VA		Zip Code	44047



Flood Map

Borrower	Charles Johnston		
Property Address	2042 Stumpville Rd		
City	Jefferson	County	Ashtabula
Lender/Client	Veterans United Home Loans/VA	State	OH
		Zip Code	44047

InterFlood by a la mode

Prepared for: Kocin Appraisal Services, Inc
 2042 Stumpville Rd
 Jefferson, OH 44047



MAP DATA

FEMA Special Flood Hazard Area: No
 Map Number: 39007C0285D
 Zone: X
 Map Date: December 18, 2007
 FIPS: 39007

MAP LEGEND

- | | |
|---|--|
| <ul style="list-style-type: none"> Areas inundated by 500-year flooding Areas inundated by 100-year flooding Velocity Hazard | <p style="text-align: right; font-size: small;">Powered by CoreLogic</p> <ul style="list-style-type: none"> Protected Areas Floodway Subject Area |
|---|--|

Report Verification

This appraisal report has been electronically signed. It is as valid and legally enforceable as a wet ink signature on paper. In addition, advanced third party identify verification from Equifax has been used to ensure that the appraiser signing this report is really who they say they are. You can also verify that the salient data points of the report have not been altered in any way.

To verify the integrity of this document:

1. Visit esign.alamode.com/verify
2. Enter the Serial Number and Signer Name for this document listed below and click Verify.
3. A verification report will be generated showing the profile of the appraiser(s) who signed the report, the date and time the signature were applied, and the salient data from the report at the time of signing.
4. Verify the salient data matches the data in this report to quickly reveal if any tampering has taken place.
5. Optionally, upload the PDF version of this report to confirm it exactly matches the report when it was signed.

The report below is an example of what you would see when verifying the report.

Salient Data:	
Date of Sale: 10/18/2017	Condition: C3
Borrower: Charles Johnston	Total Rooms: 9
Lender: Veterans United Home Loans/VA	Bedrooms: 4
Size (Sq.Ft): 2,464	Baths: 1.0
Price Per Square Foot: 115.26	Appraiser: Edward Kocin
Location: N;Res;	Effective Date of Value ('as of'): 11/27/2017
Age: 192	Final Opinion of Value: 293,000
Signer 1:	Signer 2:
Ed Kocin	
PO Box 115, Gates Mills, OH 44040-0115	
Signature:	Signature:
Serial #: 2A4586A6	Serial #:
Date Signed: 12/04/2017	Date Signed:

Form SDVERIFY2 - "TOTAL" appraisal software by a la moda, inc. - 1-800-ALAMODE

ASHTABULA COUNTY
25 W Jefferson Street
Jefferson OH 44047-1092
(440) 576-1484 Fax: (440) 576-3446

BOARD OF REVISION HEARING NOTICE TO
ASHTABULA COUNTY PROPERTY OWNER OR HIS/HER AGENT

B.O.R. CASE NUMBER: 2023-0025

March 15, 2024

CHARLES & SUSAN JOHNSTON TRUSTEE
2042 STUMPVILLE RD
JEFFERSON OH 44047

The Board, in accordance with Ohio Revised Code 5715.19, has scheduled a hearing on:

April 11, 2024 at 1:30 PM

at the Ashtabula County Courthouse, 2nd floor, Room 205, in connection with B.O.R. case number: 2023-0025 filed for tax year 2023 by CHARLES & SUSAN JOHNSTON TRUSTEE and described as follows:

Parcel ID(s):

1) 29-007-00-012-00 located at 2042 STUMPVILLE RD, the market value is \$350,400. The market value sought is \$284,000.

You or a representative must appear at this hearing or the case will be dismissed.

If you have any questions, please call (440) 576-1484.

Ashtabula County Board of Revision

HEARING MINUTES

Case Type VL

The Hearing of Board of Revision Case 2023-0025, CHARLES & SUSAN JOHNSTON TRUSTEE is being recorded and the date is 4/11/2024.

Board Members

Auditor, David Thomas Treasurer, Angie Maki Cliff Commissioner, Kathryn Whittington

Others present:

Alex Iarocci, Treasurer Alternate

Janet Discher, Commissioner Alternate

Charles Johnston, Trustee

Complainant Seeks: \$284000

Subject Parcel: 290070001200

Auditor Value: \$350400

Hearing No # 10

HEARING MINUTES

BOR Case: 2023-0025

Owner Name: CHARLES & SUSAN JOHNSTON TRUSTEE

Board Action

Motion to: Agree Set Value \$

CAUV Reinstatement- All Acres No Acres Set Acres _____

No Change Withdrawal Table No Show

Other _____

Based Upon:

failure to meet burden of proof. All issues noted about property have been remediated prior
to the lien date of 1-1-23. Auditor is accounting for crawl space accurately.

Was Made by: Alex

2nd by: Janet

Roll: Thomas-yes/Iarocci-yes/Discher-yes

Motion therefore: Passed Failed

Decision Date: 4/11/24



David Thomas, Auditor
Secretary of the Board of Revision

ASHTABULA COUNTY
 Board of Revision
 25 W Jefferson Street
 Jefferson OH 44047-1092
 (440) 576-1484 Fax: (440) 576-3446

Notice of Decision for BOR Case: 2023-0025

CHARLES & SUSAN JOHNSTON TRUSTEE
 2042 STUMPVILLE RD
 JEFFERSON OH 44047

Based on the decision of the Board of Revision, the County Auditor is hereby authorized to adjust the Tax List accordingly.
Result Below.

An appeal from this decision may be filed with the County Board of Revision and with either the Board of Tax Appeals, per Ohio R.C. 5717.01 or the Court of Common Pleas, per Ohio R.C. 5717.05. Appeals must be filed within thirty (30) days of the postmark of this Notice of Decision.

PARCEL	CLASS	TAXING DISTRICT			TAX YEAR
29-007-00-012-00	111-GRAIN/GEN FRM Q	29-LENOX TWP-JEFFERSON AREA LSD			2023
	LAND	IMPR	TOTAL		
Original Value:	\$82,900	\$267,500	\$350,400		
Adjustment:	\$0	\$0	\$0		
New Value:	\$82,900	\$267,500	\$350,400		
RESULT: NVC - NO VALUE CHANGE. FAILURE TO MEET BURDEN OF PROOF, LACK OF PROBATIVE EVIDENCE					



Board of Revision

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7018 1830 0001 1648 3849

Certified Mail Fee
\$ **4.40** *ALD BOR DL*

Extra Services & Fees (check box, add fee as appropriate):

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	



Postage
\$ **.64**

Total Postage and Fees
\$ **5.04**

Sent To: CHARLES & SUSAN JOHNSTON *\$25*
Street: 2042 STUMPVILLE RD
City, St: JEFFERSON OH 44047