

**TO BEGIN PROCESSING THE TITLE AND
ESCROW ORDER SEND THE COMPLETED
AND SIGNED RESIDENTIAL PURCHASE
AGREEMENT TO PATRIOT TITLE AGENCY,
INC. AT:**

4120 Whipple Ave NW
Canton, OH 44718

or

Title.office@ptagencyohio.com



RESIDENTIAL PURCHASE AGREEMENT

This RESIDENTIAL PURCHASE AGREEMENT (referenced as the “Agreement”), is entered into by and between _____ (referenced as the “Buyer”) and _____ (referenced as the “Seller”).

WITNESSETH:

In consideration of the mutual promises, representations and agreements herein contained, the Seller and Buyer hereby agree as follows:

1. PROPERTY. Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase from the Seller, the following described real property (referenced herein as the “Property”):

Address: _____

Parcel Number: _____

2. PURCHASE PRICE. The purchase price for the Property shall be the total sum of _____ (\$ _____) (referenced as the “Purchase Price”) which shall be payable as follows:

a. Earnest Money Deposit: An earnest money deposit in the amount of _____ (\$ _____) shall be delivered by the Buyer to the Title Company within _____ days of the Effective Date of this Agreement, which earnest money deposit shall be applied to the Purchase Price at closing.

b. The balance of the Purchase Price shall be paid at closing.

3. FINANCING.

_____ Check here if a cash transaction.

_____ Check here if financing. Buyer will need a (conventional/FHA/VA/Other) loan for a minimum amount of \$ _____ to finance this transaction. [Please circle type of financing.] Buyer agrees to use his/her best efforts to obtain such a loan, including complying with lender's requests. Buyer will make loan application within five (5) days and obtain a loan commitment within thirty (30) days after the date of this Agreement. If Buyer has failed either to make loan application or obtain a written loan commitment within the time periods set forth above, this Agreement, at Seller's election, shall be deemed null and void and all deposits held in trust shall be returned to Buyer without further liability by, between and among Seller, Buyer and Realtors, if any. Seller and Buyer agree that Seller will not pay any points and/or closing costs of Buyer nor any additional expenses incurred as a result of buyer obtaining a VA or FHA loan.

Seller agrees to pay \$ _____ towards Buyer's closing costs and pre-paids.

Seller agrees to give a Gift of Equity to the Buyer is the amount of \$ _____.

4. FIXTURES. Unless otherwise agreed to in writing by the Seller and Buyer, the following items shall be included in this transaction unless specifically excluded by the parties: window and wall air conditioning units; attached fireplace equipment; bathroom fixtures; affixed mirrors and lights; ceiling fans; smoke and carbon monoxide detectors; all window coverings including rods and fixtures; blinds and awnings; humidifier and/or dehumidifier; window and door screens; storm doors and windows; built-in furniture and appliances; garage door opener and controls; television aerial or antenna; mailbox; outbuildings; swimming pool and its equipment; garbage disposal; range; refrigerator; dishwasher; microwave; security system; and water softener, all of which Seller warrants to be free of liens or encumbrances.

a. Items Excluded: _____

b. Additional items to be Included: _____

5. TITLE INSURANCE. Seller and Buyer agree that *Patriot Title Agency, Inc., 4120 Whipple Ave. NW, Canton, Ohio 44718* (referenced as the "Title Company") shall serve as the escrow and closing agent for the transaction, and Seller will obtain from the Title Company an ALTA Homeowner's policy of title insurance in the amount of the Purchase Price.

6. DEED. On the closing date, Seller shall convey good and marketable indefeasible fee simple title to the Property to Buyer, subject only to those title matters approved or deemed Permitted Exceptions hereunder, by General Warranty Deed or Fiduciary Deed (the "Deed") with release of all dower rights. Deed is to be issued in the name of

_____ (with
or without) survivorship.

[Buyer to specify whether deed is to include rights of survivorship.]

7. **PERMITTED TITLE EXCEPTIONS.** The Property is sold and is to be conveyed subject to:

- a. Zoning regulations and ordinances;
- b. Covenants, conditions, easements, restrictions and reservations of record as disclosed in commitments for title insurance for the Property;
- c. Easements for the maintenance of electric, water, sewer, drainage, gas and telephone lines; and
- d. Any stated facts an accurate survey would show, provided the same does not render the title unmarketable.

8. **CURING TITLE DEFECTS.** Buyer agrees that if title to the Property shall be subject to any defect or encumbrance by reason of which the title company would not insure the title as required hereunder, Seller shall have a period of thirty (30) days after written notice thereof from the title company to cure or remove such defect or encumbrance. If Seller shall not cure or remove the same, Seller shall give notice to Buyer and Buyer shall make its election within ten (10) days after receipt of such notice either (i) to accept the title to said Property subject to such defect or (ii) to withdraw from this transaction. If Buyer shall fail to so elect within said ten (10)-day period, Buyer shall conclusively be deemed to have elected (i).

If Buyer shall elect or shall be deemed to have elected under (i), then the obligations of the parties hereunder shall not be affected by reason of such defect or encumbrance, the same shall, if appropriate, be excepted from the title insurance policy, the transaction shall be consummated without abatement or reduction of the purchase price, and Buyer shall have no right to withdraw from this transaction.

If Buyer shall elect under (ii) above, then Buyer shall be entitled to the return, without deduction, of any amount paid or deposited pursuant to this Agreement, and thereupon the parties shall be fully released and discharged from any liability or obligation hereunder each to the other. Each party shall pay their respective shares of the charges of the escrow agent of withdrawal.

9. **TAXES AND ASSESSMENTS.** Seller shall pay all real estate taxes and current installments of assessments which are owing, including delinquencies and penalties. Real estate taxes and current installments of assessments shall be prorated to date of closing utilizing a 365-day pro rata basis. Proration shall be based upon the last available current tax duplicate. In the event that the Property should be deemed subject to any agricultural tax recoupments, Buyer agrees to pay the amount of such recoupment.

10. **CLOSING.** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the Title Company on or before _____ and title shall be recorded on or about _____.

11. **POSSESSION.** Seller shall deliver possession of the Property to the Buyer by _____ (time) on _____ (date).

12. **RISK OF LOSS.** If any structure on said Property shall be destroyed or injured by any of the risks covered by fire and extended coverage insurance so as to be unfit for occupancy prior to the closing, the Buyer may, at his option to be exercised within ten (10) days after the discovery of such destruction or injury, terminate this Agreement by written notice to the Seller. Upon such termination, the Seller shall forthwith repay to the Buyer all sums paid on account of the purchase price, and thereafter none of the parties shall be in any manner liable to the others on account of this Agreement.

But if the Buyer shall fail to give such notice of termination, then this Agreement shall continue in full force and the purchase price shall not be reduced in any extent whatever by reason of such destruction and injury but the Buyer shall be entitled to the benefit of all insurance proceeds received by the Seller for destruction and injury to structures, improvements and fixtures, or to which the Seller shall be entitled under the policies for such destruction and injury, and the Seller shall apply such insurance proceeds to the unpaid portion of the purchase price and the excess, if any, to said Buyer.

13. DEFAULT. In the event that Seller fails to perform its obligations hereunder in conveying the Property, Buyer shall be entitled to a full and complete refund of Buyer's earnest money deposit and the parties hereto shall be released from any and all obligations and liabilities arising hereunder. In the event that Buyer fails to perform his obligations hereunder with respect to the purchase of the Property, Seller shall be entitled to retain the deposit and shall further be entitled to any and all remedies available at law or at equity.

14. PAYMENT OF EXPENSES. Unless otherwise agreed to herein, closing costs shall be allocated between the Seller and Buyer as follows:

- a. **SELLER** shall be responsible for and pay the following expenses:
 - (1) Cost of preparation of the purchase agreement and deed and any Attorney fees payable to his attorney;
 - (2) Conveyance fees payable to the County;
 - (3) One-half the title insurance, including search, commitment, premium and simultaneous issue charges;
 - (4) One-half of the escrow/closing fees;
 - (5) Pro-rated taxes and assessments set forth above; and
 - (6) Cost of a termite and wood destroying insect inspection.

- b. **BUYER** shall be responsible for and pay the following expenses:
 - (1) Recording fees for the deed and any loan documents;
 - (2) One-half the title insurance, including search, commitment, premium and simultaneous issue charges;
 - (3) One-half of the escrow/closing fees;
 - (4) Cost of any surveys and/or endorsements required by lender;
 - (5) Cost of any inspections of the Property; and
 - (6) All loan fees and expenses assessed or required by Buyer's lender.

[Note here any changes to the payment of expenses]:

15. "AS IS" INSPECTION CLAUSE. Buyer acknowledges and agrees that the Property is being purchased and conveyed in its "AS IS" present condition and that the Buyer is relying solely upon his/her own examination of the Property for the Property's physical condition character of the Property and its suitability for the intended use.

Buyer shall have _____ (_____) days from the date of this agreement to obtain, at his/her cost, the following inspections: well, septic, radon, a general home inspection, and a termite and insect. If Buyer is not satisfied with the results of any of the inspections, the Buyer shall notify the Seller in writing with a copy of the inspection report and either Buyer or Seller shall have the right to void this Agreement within seven (7) days of said notice. In the event that buyer fails to obtain an inspection or fails to provide written notice within the above time period, then this contingency shall be deemed removed.

16. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, other personal representatives, devisees, legatees, successors and assigns of the parties hereto.

17. INTEGRATED AGREEMENT. This Agreement represents the entire, complete and exclusive understanding by and between the parties and reduces to writing all prior oral agreements and negotiations of the parties and may not be altered, amended or otherwise changed unless in writing signed by all parties.

18. CONSTRUCTION. This Agreement shall be governed by the laws of the state in which the real property is located.

19. MISCELLANEOUS.

- a. Time is of the essence for all purposes herein and this Agreement shall only be amended in writing signed by both Seller and Buyer.
- b. The parties hereto agree that the singular male pronouns used in this Agreement shall be construed to mean singular or plural, and male, female or neuter where applicable to an individual Seller or Buyer or a partnership, corporation, trust or other entity.
- c. The parties agree that Facsimile (Fax) signatures shall constitute a valid signing of this Agreement.
- d. All provisions of this Agreement shall survive the closing.
- e. Paragraph headings are for convenience only are not a part of this Agreement.

DISCLOSURE: By signing below both parties understand that this contract is provided as a courtesy and in no way provides legal advice or representation to any party. Each party should consult the laws of the State in which the property is located to determine requirements, including property disclosures, for the sale of real property.

Additional Information: _____

{The remainder of this page is intentionally left blank. Only signature page follows.}

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof, each of which shall be deemed an original, on the dates set forth below.

Buyer(s) Signatures:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Phone #: _____

Phone #: _____

Address: _____

Address: _____

Email: _____

Email: _____

Seller(s) Signatures:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Phone #: _____

Phone #: _____

Address: _____

Address: _____

Email: _____

Email: _____

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

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



4120 Whipple Ave NW
Canton, OH 44718
Office (330) 479-3000
Fax (330) 479-3001

SELLER'S AUTHORIZATION TO RELEASE INFORMATION

We have asked Patriot Title Agency, Inc. to help us in a real estate transaction.

This signed form will authorize and direct you to provide *Patriot Title Agency, Inc.* all information and documentation that they request. Such information could include, but is not limited to, Mortgage History, Mortgage Balances, Payoffs and Lien Payoffs, Lien Releases.

If the request is for a mortgage with a line of credit or a future advance clause, you are instructed to immediately freeze the account, and are advised that any amount advanced subsequent to the payoff made pursuant to this request will not be secured by the property, and that upon payment the lender must execute and record a satisfaction of the mortgage.

A copy for FAX of this authorization may be accepted as an original. Your prompt reply is greatly appreciated.

Signature Date
Printed Name: _____

Social Security Number

Signature Date
Printed name: _____

Social Security Number

MORTGAGE/LIEN INFORMATION

Current Lender: _____

Current Loan Number: _____

Current Lender Telephone Number: _____

Current Lender: _____

Current Loan Number: _____

Current Lender Telephone Number: _____

Current Lender: _____

Current Loan Number: _____

Current Lender Telephone Number: _____

***** We cannot order payoffs on credit cards or liens of any form which do not affect the land or the applicable title. *****

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Property Information Sheet

Property

Address: _____

County: _____

Utilities

Water/Sewer: _____ Phone: _____

Electric: _____ Phone: _____

Gas: _____ Phone: _____

Other: _____ Phone: _____

HOA / Condo

Management Co.: _____

Phone/Email: _____

Dues: _____

Payment: _____

(Monthly/Quarterly/Annually)

Additional Comments/Notes



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All About Title Insurance

How to protect your real property against hidden risks.

Owning a home continues to be one of the most important parts of the American dream. But having the deed to a piece of land does not necessarily mean the property is yours free and clear. Other people may have certain prior rights or claims that your deed will not erase. Such rights can go back all the way to the earliest owners of your new property. You want to be sure you will remain the true owner, and that there will be no claims or liens against your new home, other than the mortgage you agreed to pay.

A "loan policy" is title insurance that protects your lender.

When you close on your mortgage loan, title insurance may be included in the amount you pay. Known as a loan policy, this type of title insurance covers the mortgage company for up to the full value of the policy if you are unable to pay your mortgage bills and the company suffers a loss.

Warning: The loan policy does not protect YOU!

You can protect your own interest in the property you just bought with a policy called "owner's title insurance."

An owner's title insurance policy describes the property and defines your ownership "limitations", if any. The limitations could be in the form of existing liens or items disclosed to you before you agreed to the purchase. In other words, limitations you have accepted in buying the house. Owner's title insurance protects you against what you don't know. It helps take the risk out of buying property whose legal history is long and may not be completely known to you. The so-called "hidden risks" covered by such a policy are not common, but they do exist. If your property's ownership history carries such risks, you could lose the property and the money you paid for it.

The mortgage company has a loan policy to protect its interest in the money it lent you. To protect your own interest in your new property, consider owner's title insurance.

What owner's title insurance covers.

It is likely there are no hidden risks connected to your new property. However, such risks do exist, often as a result of errors made during past title transfers. Many different people may have owned the land and buildings over the years and there was a chance for error each time the title was transferred. If an error occurred but was not discovered until you bought the property, you may face a hidden risk (see examples). Your ownership of the property could come into question. Owner's title insurance protects you from such errors. Title insurance also provides the following coverages.

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- Protects you from financial loss due to covered claims against your title, up to the face amount of the policy.
- Pays your legal costs if the title insurance company is required to defend your title against covered claims.
- Pays successful claims against your title, up to the face amount of the policy.
- Continues protection after you no longer own the property.

Examples of hidden risks:

Some of the more common hidden risks covered under owner's title insurance:

- False impersonation of the true owner.
- Confusion caused by similar names.
- Forged deeds and other documents.
- Clerical errors in public records.
- Errors in recording legal documents.
- Fraud.
- Undisclosed or missing heirs.
- Signatures of people represented as Single who are married.
- Unpaid child support lien.
- Unpaid taxes (local, state, federal).
- Invalid Divorces.
- Unrecorded easements (rights of way).
- Invalid documents executed under expired power of attorney.
- Signatures of minors or people who are not mentally competent.
- Invalid documents executed under expired power of attorney.

The ALTA Homeowners Policy provides coverages in addition to a standard owner's policy.

Consumer Tips

If you decide you want owner's title insurance, companies offer "simultaneous issue credit as long as you buy the owner's insurance within 30 days of closing (and buying the loan policy). Simultaneous issue credit decreases the amount of your premium. Remember any insurance policy is only as sound as the company that issues it.

What if I have a problem with the insurance agent or the company?

The Ohio Department of Insurance Consumer Services can answer your questions about title insurance. Consumer Services will also investigate your written complaints about an insurance company or agent. If you have a question or feel a company or its agent has done something wrong, call Consumer Services at 1-800-686-1526.



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ALTA Owner's vs. ALTA Homeowner's Policy Comparison

For our residential customers there are various levels of coverage for your protection. The coverage provided by the ALTA Owner's Policy (a standard coverage policy) covers you for defects and liens typically in the Public Records' history of your title through the date and time your deed is recorded in the Public Records. The ALTA Homeowner's Policy provides enhanced coverage and protects you from matters appearing in the Public Records and items not appearing in the Public Records, including some that might occur after the policy is issued.

There are two versions of the ALTA Owner's and Homeowner's policies depending on the state your property is located. Contact our office to see which will apply to your transaction. Read more about the differences in coverage between these policies below.

Head-to-Head Coverage Comparison

Coverages Included Without Endorsement Assumes compliance with underwriting requirements for issuance of the applicable policy	Owner's Policy 2021	Homeowner's Policy 2021
Title being vested other than as stated in Schedule A of policy	✓	✓
Forgery, fraud, duress, incompetency, incapacity, or impersonation	✓	✓
Liens or encumbrances on the title (e.g., prior mortgage or deed of trust, state or federal tax lien, condominium or homeowners' association lien)	✓	✓
A document affecting title not properly created, executed, sealed, acknowledged, or delivered	✓	✓
Defective recording of documents	✓	✓
Defect in title caused by improper remote online notarization, failure to perform those acts necessary to create a document by electronic signature, and repudiation of an invalid electronic signature	✓	✓
Unmarketability of the title	✓	✓
No right of access to and from the land	✓	✓
Restrictive covenants limiting your use of the land	✓	✓
Gap Coverage (extending coverage from the closing to the recording of the deed)	✓	✓
Duration		
Coverage continues as long as you own the property	✓	✓
Policy insures anyone who inherits the property from you	✓	✓
Policy insures the trustee of your estate-planning trust who receives a deed from you	✓	✓
Policy insures an affiliate who receives a deed from you	✓	✓
Policy insures residential property only		✓
Policy can only be issued to a natural person or estate planning entity		✓
Extended Coverage		
Parties in possession of the property that are not disclosed by the Public Records (e.g., tenants, adverse possessors)	*	✓

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Coverages Included Without Endorsement Assumes compliance with underwriting requirements for issuance of the applicable policy	Owner's Policy 2021	Homeowner's Policy 2021
Unrecorded easements affecting the property	*	✓
Encroachments and boundary line disputes that would be disclosed by a survey	*	✓
Mechanic's liens (a lien against the property due to non-payment of work)	*	✓
Taxes or special assessments that are not shown as liens by the Public Records	*	✓
Additional Coverages		
Actual vehicular and pedestrian access based upon a legal right	*	✓
Loss of your title resulting from a prior violation of covenant, condition or restriction	*	✓
A limited amount of coverage is available if you are unable to obtain a building permit due to an existing violation of a subdivision law or regulation or you must correct an existing violation (subject to a deductible)	*	✓
A limited amount of coverage is available if you must remedy or remove an existing structure because it was built without a proper building permit (subject to a deductible)	*	✓
A limited amount of coverage is available if you must remedy or remove an existing structure due to an existing violation of a zoning law or zoning regulation (subject to a deductible)	*	✓
A limited amount of coverage is available if you must remove your existing structures if they encroach into an easement or over a setback line	*	✓
You cannot use the land as a single-family residence because such use violates an existing zoning law or zoning regulation	*	✓
You are forced to remove your existing structures because they encroach into an easement or over a setback line	*	✓
Damage to existing structures due to an exercise of an existing right to use any easement affecting the land	*	✓
Damage to existing improvements due to an exercise of an existing right to use the surface of the land for the extraction or development of minerals, water, or any other substance	*	✓
Someone else tries to enforce a discriminatory covenant	*	✓
Supplemental taxes because of prior construction or change of ownership or use	*	✓
Loss if the residence is not located at the address stated in the policy	*	✓
Pays substitute rent and relocation expenses, if you cannot use your home because of a claim covered by the policy	*	✓
Automatic increase in policy amounts up to 150% of policy amount over 5 years	*	✓
Post Policy Coverages		
Forgery or impersonation affecting the title	*	✓
Unauthorized leases, contracts, or options	*	✓
Ownership claims	*	✓
Easements affecting your use of the land	*	✓
Encroachment of neighbor's buildings onto your land	*	✓

*Not Included in the coverage

Coverages stated above are merely examples. Please refer to the policy for actual coverages related to your transaction. Both policies identified above may contain certain exceptions, exclusions and conditions as set out by the Underwriter and the American Land Title Association®. If you have any questions regarding your rights under the various policies seek legal, tax or other professional advice.

The information provided is for informational purposes and is subject to change without notice.



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PATRIOT TITLE LICENSED STATES

- | | |
|---------------------------|----------------------------|
| 1. COLORADO | 8. OHIO |
| 2. FLORIDA | 9. PENNSYLVANIA |
| 3. ILLINOIS | 10. SOUTH CAROLINA* |
| 4. INDIANA | 11. TENNESSEE |
| 5. KENTUCKY | 12. WEST VIRGINIA* |
| 6. MICHIGAN | 13. WISCONSIN |
| 7. NORTH CAROLINA* | |

***ATTORNEY STATE, PLEASE CALL FOR SPECIAL INSTRUCTIONS & FEES**

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