# LAND INSTALLMENT CONTRACT

**Disclaimer**

Please understand that by ordering this sample land installment contract, you are not retaining a lawyer for legal advice, nor are you retaining the services of either

nor . Neither assumes any liability or responsibility resulting from use of this sample form. This kit is provided to you for informational purposes only. Further, please understand that the information in this kit is specific to the State of Ohio, and that the laws of other states may vary quite a bit from Ohio’s laws. Using this kit outside of Ohio is a bad idea.

Nothing in this kit is a substitute for retaining an attorney to work on your case. It is recommended that you seek out an attorney if you have any questions or are uncertain about any provision in this contract. However, if you cannot find an attorney to work for you, then the information herein may be of some assistance to you.

Ohio Law has specific requirements for land contracts. The current statute at the time of publication is listed below. Be sure to check the statute to determine if any updates or changes in the law have occurred since the printing of this publication. If you are uncertain as to the current state of the law, you should consult an attorney.

# 5313.01. Definitions.

As used in Chapter 5313. of the Revised Code:

1. "Land installment contract" means an executory agreement which by its terms is not required to be fully performed by one or more of the parties to the agreement within one year of the date of the agreement and under which the vendor agrees to convey title in real property located in this state to the vendee and the vendee agrees to pay the purchase price in installment payments, while the vendor retains title to the property as security for the vendee's obligation. Option contracts for the purchase of real property are not land installment contracts.
2. "Property" means real property located in this state improved by virtue of a dwelling having been erected on the real property.
3. "Vendor" means any individual, partnership, corporation, association, trust, or any other group of individuals however organized making a sale of property by means of a land installment contract.
4. "Vendee" means the person who acquires an interest in property pursuant to a land installment contract, or any legal successor in interest to that person.
5. "Legal description" means a description of the property by metes and bounds or lot numbers of a recorded plat including a description of any portion of the property subject to an easement or reservation, if any.

**5313.02. Minimum contents of land installment contract; mortgage on land installment contract property; duty of vendor to record; formalities.**

1. Every land installment contract shall be executed in duplicate, and a copy of the contract shall be provided to the vendor and the vendee. The contract shall contain at least the following provisions:
   1. The full names and then current mailing addresses of all the parties to the contract;
   2. The date when the contract was signed by each party;
   3. A legal description of the property conveyed;
   4. The contract price of the property conveyed;
   5. Any charges or fees for services that are includable in the contract separate from the contract price;
   6. The amount of the vendee's down payment;
   7. The principal balance owed, which is the sum of the items specified in divisions (A)(4) and (5) of this section less the item specified in division (A)(6) of this section;
   8. The amount and due date of each installment payment;
   9. The interest rate on the unpaid balance and the method of computing the rate;
   10. A statement of any encumbrances against the property conveyed;
   11. A statement requiring the vendor to deliver a general warranty deed on completion of the contract, or another deed that is available when the vendor is legally unable to deliver a general warranty deed;
   12. A provision that the vendor provide evidence of title in accordance with the prevailing custom in the area in which the property is located;
   13. A provision that, if the vendor defaults on any mortgage on the property, the vendee can pay on that mortgage and receive credit on the land installment contract;
   14. A provision that the vendor shall cause a copy of the contract to be recorded;
   15. A requirement that the vendee be responsible for the payment of taxes, assessments, and other charges against the property from the date of the contract, unless agreed to the contrary;
   16. A statement of any pending order of any public agency against the property.
2. No vendor shall hold a mortgage on property sold by a land installment contract in an amount greater than the balance due under the contract, except a mortgage that covers real property in addition to the property that is the subject of the contract where the vendor has made written disclosure to the vendee of the amount of that mortgage and the release price, if any, attributable to the property in question.

No vendor shall place a mortgage on the property in an amount greater than the balance due on the contract without the consent of the vendee.

1. Within twenty days after a land installment contract has been signed by both the vendor and the vendee, the vendor shall cause a copy of the contract to be recorded as provided in section 5301.25 of the Revised Code and a copy of the contract to be delivered to the county auditor.
2. Every land installment contract shall conform to the formalities required by law for the execution of deeds and mortgages. The vendor of any land installment contract that contains a metes and bounds legal description shall have that description reviewed by the county engineer. The county engineer shall indicate his approval of the description on the contract.

# Statements required to be furnished to vendee.

Every vendor under a land installment contract shall, at least once a year, or on demand of the vendee, but no more than twice a year, furnish a statement to the vendee showing the following:

1. The amount credited to principal and interest;
2. The balance due.

A land contract passbook issued by the vendor or a financial institution shall be sufficient compliance with this section.

# Enforcement by vendee.

Upon the failure of any vendor to comply with Chapter 5313. of the Revised Code, the vendee may enforce such provisions in a municipal court, county court, or court of common pleas. Upon the determination of the court that the vendor has failed to comply with these provisions, the court shall grant appropriate relief.

# Forfeiture of vendee's interest under contract.

When the vendee of a land installment contract defaults in payment, forfeiture of the interest of the vendee under the contract may be enforced only after the expiration of thirty days from the date of the default. A vendee in default may, prior to the expiration of the thirty-day period, avoid the forfeiture of his interest under the contract by making all payments currently due under the contract and by paying any fees or charges for which he is liable under the contract. If such payments are made within the thirty-day

period, forfeiture of the interest of the vendee shall not be enforced.

# Initiation of forfeiture; contents and service of notice.

Following expiration of the period of time provided in section 5313.05 of the Revised Code, forfeiture of the interest of a vendee in default under a land installment contract shall be initiated by the vendor or by his successor in interest, by serving or causing to be served on the vendee or his successor in interest, if known to the vendor or his successor in interest, a written notice which:

1. Reasonably identifies the contract and describes the property covered by it;
2. Specifies the terms and conditions of the contract which have not been complied with;
3. Notifies the vendee that the contract will stand forfeited unless the vendee performs the terms and conditions of the contract within ten days of the completed service of notice and notifies the vendee to leave the premises.

Such notice shall be served by the vendor or his successor in interest by handing a written copy of the notice to the vendee or his successor in interest in person, or by leaving it at his usual place of abode or at the property which is the subject of the contract or by registered or certified mail by mailing to the last known address of the vendee or his successor in interest.

# 5313.07; When foreclosure required; quiet title action and cancellation not prohibited.

If the vendee of a land installment contract has paid in accordance with the terms of the contract for a period of five years or more from the date of the first payment or has paid toward the purchase price a total sum equal to or in excess of twenty per cent thereof, the vendor may recover possession of his property only by use of a proceeding for foreclosure and judicial sale of the foreclosed property as provided in section 2323.07 of the Revised Code. Such action may be commenced after expiration of the period of time prescribed by sections 5313.05 and 5313.06 of the Revised Code. In such an action, as between the vendor and vendee, the vendor shall be entitled to proceeds of the sale up to and including the unpaid balance due on the land installment contract.

Chapter 5313. of the Revised Code does not prevent the vendor or vendee of a land installment contract from commencing a quiet title action to establish the validity of his claim to the property conveyed under a land installment contract nor from bringing an action for unpaid installments.

Chapter 5313. of the Revised Code does not prevent the vendor and vendee from cancelling their interest in a land installment contract under section 5301.331 [5301.33.1] of the Revised Code.

# When an action for forfeiture and restitution may be brought.

If the contract has been in effect for less than five years, in addition to any other remedies provided by law and after the expiration of the periods prescribed by sections 5313.05 and 5313.06 of the Revised Code, if the vendee is still in default of any payment the vendor may bring an action for forfeiture of the vendee's rights in the land installment contract and for restitution of his property under Chapter 1923. of the Revised Code.

When bringing the action under Chapter 1923. of the Revised Code, the vendor complies with the notice requirement of division (A) of section 1923.04 of the Revised Code by serving notice pursuant to section 5313.06 of the Revised Code. The court may also grant any other claim arising out of the contract.

# Judgment for vendor cancels contract; duty of court clerk; cancellation.

A judgment for the vendor shall operate to cancel the land installment contract as of a date to be specified by the court. The clerk of the county or municipal court in which such judgment is rendered shall transmit an authenticated copy of such dated judgment to the county recorder of the county in which the property is located.

The county recorder of such county shall record such authenticated judgment as an instrument of cancellation under section 5301.331 [5301.33.1] of the Revised Code.

# Exclusive remedy; exception.

The election of the vendor to terminate the land installment contract by an action under section 5313.07 or 5313.08 of the Revised Code is an exclusive remedy which bars further action on the contract unless the vendee has paid an amount less than the fair rental value plus deterioration or destruction of the property occasioned by the vendee's use. In such case the vendor may recover the difference between the amount paid by the vendee on the contract and the fair rental value of the property plus an amount for the deterioration or destruction of the property occasioned by the vendee's use.

# LAND INSTALLMENT CONTRACT – CONTRACT FOR DEED

**Parties:**

BE IT KNOWN, this LAND CONTRACT is entered into and made between the undersigned: ("Buyer"), whether one or more, whose address is

and ("Seller"), whether one or more, whose address is

on this date , 202\_. All Buyers, if more than one, covenant and agree that their obligations and liability under this Land Contract shall be joint and several.

NOW THEREFORE, the Parties hereto, intending to be legally bound in consideration of the mutual Covenants and agreements set forth herein, hereby agree as follows:

# Premises:

Seller hereby agrees to convey, sell, assign, set over and transfer unto the Buyer all of Seller's Right, Title, and Interest in the property known as and/or situated at:

, County of , State of Ohio, more particularly described as:

# See Property Description Attached Hereto.

("the premises") together with all rights of ownership, tenements, improvements and appurtenances, if any, now on the Premises, and subject to all easements, conditions, encumbrances, rights, whether or not such easements, conditions, encumbrances, and rights are of record, zoning laws and ordinances, restrictions on use, restrictions on building and any other limitations, if any, affecting the Premises, and all permanently attached fixtures which shall include but shall not be limited to windows, storm or otherwise, plumbing, lights, awnings, central vacuum, ceiling fans, smoke detectors and

now attached to or on the premises.

# Encumbrances against the conveyed property are as follows:

Furthermore, subject to the following conditions:

# Terms of Payment:

Buyer hereby purchases said Premises from Seller and agrees to pay Seller the said Principal Sum of dollars **($ )** with a down payment of $ in the manner as follows: (check one)

* 1. [ ] Payable, with no interest applied, in ( ) monthly installments of Dollars ($ ) each with the first installment being due and payable on the 1st day of , 202\_ and thereafter an equal amount on the same day of each month until the 1st day of , 202\_ when the final payment shall be due and the entire indebtedness evidenced hereby shall be due.
  2. [ ] Payable, together with interest on the whole sum that shall be from time to time unpaid, at the rate of percent ( %) per annum, payable in the

amount of

Dollars ($ ) per month beginning on the first day of

, 202\_ and continuing on the same day of each month thereafter until the entire indebtedness evidenced hereby is fully paid.

* 1. [ ] Payable together with interest on the whole sum that shall be from time to time unpaid, at the rate of percent ( %) per annum, payable in the

amount of

Dollars ($ ) per month beginning on

day of

, 202\_ and ending on

day of , 202\_ at which time the

remaining principal and interest of the entire indebtedness evidenced hereby will be immediately due and payable.

If interest is charged, said interest shall be computed monthly and first deducted from payment and the balance of payment shall then be applied on principal.

The following are charges or fees for services that are includable in the contract separate from the contract price:

**Principal balance owed** is Dollars and no cents ($ .00) (the contract price of the property conveyed) plus $ , any charges or fees for services that are includable in the contract separate from the contract price minus the Buyer’s down payment of $ for a total of $ .

Buyer does covenant to make payment to Seller at:

(address) or such other place as Seller may designate in writing. All payments made to Seller by Buyer shall be in the form of cash, cashier’s check, money order or certified check drawn on a financial institution whose deposits are insured by a federal agency. Unless otherwise stated in this Contract, all payments by Buyer to Seller shall be in the form(s) herein specified.

Payments received from Buyer by Seller are to first be applied by Seller to the interest, if any, and then principal owing, if any, on the Premises.

# Late Charges:

If Buyer fails to pay, any installment due hereunder, within

( ) days

after the due date of said installment, Buyer shall be required to pay an additional charge of percent ( %) of the late installment (monthly payment) as allowed by applicable Ohio law. Said additional charge shall be immediately due and paid to Seller at the time of payment of the past due installment.

# Returned Check and Stop Payment:

In the event any instrument offered by Buyer to Seller for any amount due under this Contract is returned for lack of sufficient funds, a "stop payment" or any other reason, Buyer shall be liable to and pay Seller a returned check charge of Dollars ($ ), which does not exceed the maximum amount allowed by applicable Ohio law.

# Early Payment By Buyer:

Buyer shall have the right to accelerate the payment of the indebtedness, and to pay the whole, or any part of the balance remaining unpaid on this Contract, at any time before the same, by the terms hereof, becomes due and payable.

# Date of Payments:

The date of payment, if sent by mail, shall be determined by the postmark on the envelope, or the date of the paying instrument, whichever is later; or the date of actual delivery if hand delivered.

# Notices:

All written notices permitted or required by this Contract to be given to the parties hereto shall identify this Contract by DATE, PARTIES, and DESCRIPTION and shall be binding and deemed sufficiently served upon said parties respectively when sent by First Class mail of the United States Postal Service, pre-paid, certified, return receipt requested to the Seller and Buyer at the following addresses:

Seller at: (address) Buyer at: (address)

Either party may change such location by giving written notice to the other Party specifying the new location.

# Improvements:

All buildings, trees or other improvements now on said Premises, or hereafter made or placed thereon, shall be considered a part of the Premises, and shall be security for the performance of this Contract, and may not be removed from Premises, except as may be necessary to improve Premises by constructing a driveway or building site. Buyer shall

not commit, or suffer any other person to commit, any waste or damage to Premises and shall keep Premises in its new and/or improved condition.

# Buyer’s Acceptance of Premises – “As-Is”:

Buyer Accepts Premises as-is, and agrees that no verbal promises have been made which do not appear in writing. Buyer assumes full responsibility as to suitability of Premises for any particular purpose.

# Taxes and Adjustments:

Buyer’s monthly payment is inclusive of property taxes and insurance. While this Contract is in effect, Buyer shall promptly pay, when due, all taxes and assessments of every nature, which shall become a lien on Premises after the date hereof, however, the current year's taxes, if any, shall be prorated, and shall be treated as though paid in arrears. Seller reserves the right to pay any taxes or assessments, and to bill Buyer for full reimbursement, and if such become delinquent thirty days past notification to Buyer, then the amount expended shall become a lien on the Premises, and Seller may add said amount to the principal balance remaining on this Contract, said amount to be due at once, and to bear interest at percent ( %) per annum.

# Insurance:

While this Contract is in effect, Buyer shall, in an amount of not less than Dollars ($ ), keep any buildings on Premises insured, against loss by fire and windstorm, naming Seller as additional insured. All policies against loss by fire and windstorm shall be deposited with Seller. Should Buyer fail to keep said buildings insured, Seller may pay the same and have the buildings insured and the amounts thus expended shall be treated in the same manner as with unpaid taxes, with Seller to bill Buyer for full reimbursement, and if such become delinquent thirty days past notification to Buyer, then the amount expended shall become a lien on the Premises, and Seller may add said amount to the principal balance remaining on this Contract, said amount to be due at once, and to bear interest at percent ( %) per annum.

# Initials: Buyer:

In the event any insurance proceeds become available due to loss or damage to the Premises, the Buyer may elect to repair or rebuild any or all damaged parts of the premises providing Buyer gives Seller written notice of Buyer’s election to repair or rebuild Premises within sixty (60) days of said loss or damage. If Buyer elects to repair or rebuild Premises, and thus notifies Seller as herein stipulated, the insurance proceeds herein mentioned shall be used for such purpose. Any unused or remaining amount of said insurance proceeds, if any, remaining after completion of said repairing or rebuilding, or all of said insurance proceeds if the Buyer elects not to repair or rebuild the Premises, shall be applied in the following manner:

1. First, toward the satisfaction of any existing defaults under the terms of this contract;
2. Second, as a prepayment on the principal balance of any remaining indebtedness secured by this Contract with no such prepayment deferring the time for payment of any remaining payments required by this Contract;
3. Third, the remaining proceeds, if any, after the satisfaction of defaults and the prepayment on the principal balance, shall be paid to Buyer;

# Insurance of Buyer’s Personal Property Within or On Premises:

Both parties expressly agree that Buyer shall be solely responsible for obtaining insurance on Buyer’s personal property and/or belongings situated within or on the Premises. Buyer hereby releases Seller of any responsibility whatsoever for the loss of Buyer’s personal property or belongings situated within or on the Premises.

# Default / Breach By Buyer:

If Buyer is in default due to Buyer's failure to perform or comply with the covenants, conditions or terms of this Contract, Seller may give Buyer written notice specifying the default which has occurred and inform Buyer in such notice that such default must be cured within fifteen (15) days from the date of the Notice. In the event the default is not cured in the fifteen (15) day time period, then Seller may give Buyer written notice specifying Buyer’s failure to cure the default and notifying Buyer that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this Contract shall immediately thereafter be void, cancelled and forfeit, and all improvements, buildings and all payments made on this Contract, including taxes and assessments, shall be forfeited to Seller as liquidated damages. In addition, Seller shall be entitled to recover such other damages caused by the acts or negligence of Buyer as they may be due, and Seller shall be entitled to immediate peaceable possession of premises.

# Initials: Buyer:

Seller may, on default being made, unless prohibited by applicable State law, ACCELERATE the entire remaining indebtedness secured by this Contract, whereby the whole sum remaining unpaid under this Contract, including the entire principal balance and unpaid interest, shall become immediately due and payable, notwithstanding that the date previously specified in this Contract for full payment of the whole sum may not then have expired, and Seller may take appropriate action against Buyer for collection of same according to the laws of the State of Ohio.

# Initials: Buyer:

In the event of default and the remaining indebtedness being accelerated, Buyer shall have the right of reinstatement as allowed under the laws of the State of Ohio, provided that Buyer:

1. Pays all sums due under this Contract as if no acceleration had occurred;
2. Cures any other then existing defaults due to Buyer's failure to perform or comply with the covenants, conditions or terms of this Contract;
3. Pays all expenses incurred in enforcing this Contract, including, but not limited to, reasonable attorneys' fees, and all other fees incurred for the purpose of protecting Seller's interest in the Premises and Seller’s rights under this Contract.

Upon reinstatement by Buyer, this Contract and the obligations secured by this Contract shall remain in full force and effect as if no acceleration had occurred.

In the event of default, Buyer shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorneys’ fees shall be payable prior to Buyer being deemed to have corrected or cured any such default.

In the event of termination of this Contract and Buyer’s failure to vacate the Premises, it is expressly agreed by all parties that Seller shall have the right to obtain possession by any legal means necessary, including action against Buyer in an appropriate court of law.

**Buyer’s right to pay mortgage upon default of Seller:** If the seller defaults on any mortgage on the property, the buyer can pay on that mortgage and receive credit on the land installment contract.

**Seller’s duty to record a copy of this contract:** The seller shall cause a copy of this contract to be recorded with the County Recorder’s Office.

**Seller’s duty to provide evidence of title:** The Seller shall provide evidence of title in accordance with the prevailing custom in the area in which the property is located.

# No pending order of any public agency exists against the subject property.

**Seller retains the right to inspect the subject property upon twenty four hours (24) or reasonable notice given the circumstances.**

**Waiver:**

For the purposes of this Contract, the word “may” gives sole discretion without any obligation to take action, and thus, failure of Seller to exercise his/her rights under this Contract shall not be deemed as a waiver by Seller to exercise said rights at any time. Seller may enforce his/her (Seller’s) rights under this Contract according to the laws of the State of Ohio.

# Default / Breach By Seller:

If the Seller fails to perform any of the Covenants or Conditions contained in this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

In the event the Seller shall default upon any now existing or future mortgage or land contract regarding the Premises, Buyer shall have the right to do the acts and/or make payments necessary to cure such default and shall be immediately and automatically reimbursed, for so doing, by receiving credit to this Contract, in the amount of the payment to cure such default, to be applied to the remaining indebtedness, whether due or to become due, secured by this Contract.

# Conveyance of Deed:

If Buyer shall, in the time and manner above specified, make all the payments, observe and perform all covenants and conditions herein made and herein provided, Seller shall thereupon, at Seller’s expense, by good and sufficient General Warranty Deed, convey the Premises to Buyer on the conditions herein agreed, free and clear of any liens or encumbrances other than taxes and assessments for the current year, however, if permissible by applicable state law, the Deed shall be limited so as to except acts or negligence of parties other than Seller subsequent to the date of this Contract. In any event, Buyer hereby agrees to hold Seller harmless for any acts or negligence of parties other than Seller subsequent to the date of this Contract. Except for costs resulting from acts, negligence, or death of Seller, all cost of additional evidence of title shall be the obligation of Buyer.

# Possession of Premises:

Possession of Premises may be taken by Buyer on the execution of this Contract. Buyer may enjoy peaceful enjoyment of Premises as long as Buyer is not in default of the covenants and conditions contained in this Contract, including the timely payment of monies stipulated herein.

# Buyer’s Assignment:

Buyer: (check one)

* 1. [ ] May assign, sell, transfer or convey his/her (Buyer's) Interest in this Contract, any part thereof, or any Interest in the subject property, provided such assignment or conveyance shall not result in the probability of waste or other impairment of Seller's security in the Premises or the probability of default on behalf of Buyer as a result of any such assignment or conveyance. Under no circumstances shall any assignment or conveyance release Buyer from his/her (Buyer's) obligations under this Contract unless Seller releases Buyer in writing. No assignment, however, shall be valid until written notice thereof has been given to Seller.
  2. [ ] May not assign, sell, transfer or convey his/her (Buyer’s) Interest in this Contract, any part thereof, or any Interest in the subject property of this Contract without first securing the written consent of the Seller.

# Seller’s Assignment and Subordination:

Seller reserves the right to convey his/her (Seller's) Interest in the Premises, and this Contract. Seller may, during the lifetime of this Contract, place, continue and renew a

mortgage on the Premises, which shall be a lien on the Premises, superior to the rights of Buyer, provided that on the date that any new or renewed mortgage commences, the principal amount of said mortgage is not greater than the principle amount due on this Contract at that time and under no circumstances shall said mortgage have a term beyond or scheduled date of satisfaction on a date later than this Contract is scheduled to be satisfied. Priority of lien for same shall be secured by giving written notice to Buyer within fifteen (15) days of the execution all such new mortgages and renewals containing the name and address of the lien holder, the rate of interest of such mortgage, the amount and due date of payments and maturity of principal.

# Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the premises materially affecting Buyer's use of the premise, shall be taken by eminent domain, this Contract shall terminate on the date when title vests pursuant to such taking. Any award from such taking shall be applied in the following manner:

1. First, toward the satisfaction of any existing defaults under the terms of this contract;
2. Second, as a payment on the principal balance of any remaining indebtedness secured by this Contract;
3. Third, the remaining proceeds, if any, after the satisfaction of defaults and the payment on the principal balance, shall be paid to Buyer;

Both Buyer and Seller expressly agree that in the event such award is insufficient in amount to secure Seller’s interest in this Contract by compensating Seller, in full, for any then existing defaults under the terms of this contract, as well as, the principal balance of any remaining indebtedness secured by this Contract, then Buyer shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

# Time:

Buyer and Seller expressly understand and agree that time is of the essence of this Contract.

# Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

# Binding:

Each and every provision in this Contract shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, executors and administrators of each party, and all successors in the interest of the parties. No person shall have a right or cause of action arising or resulting from this agreement except those who are parties to it and their successors in interest.

# Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Seller or Buyer. Neither Seller or Buyer shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Seller and Buyer.

# Severability:

The provisions of this Contract are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the agreement or their application to Buyer or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Contract would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein. To the extent that any portion of this Contract found to be invalid, illegal, unconstitutional, inapplicable or unenforceable may be valid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Contract shall remain in full force and effect. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original agreement.

(type name of buyer here)(Buyer) Date

(type name of buyer here)(Buyer) Date

(type name of seller here)(Seller) Date

(type name of seller here)(Seller) Date

(type name of witness here)(Witness) Date

(type name of witness here)(Witness) Date

# NOTARY

State of Ohio

County of

On this

day of , 202\_, before me, the undersigned Notary Public,

personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who signed and executed the foregoing instrument in their authorized capacity.

My Commission Expires: