



August 2, 2014

To Whom It May Concern;

- Per our customers conversation and request his account balance currently in savings is \$78000.00. If you have any other questions regarding his account feel free to call him JONCE GEORGIEVSKI at 440-281-7315.

Thank you,

A handwritten signature in black ink that reads 'Yvonne M O'Hara'. The signature is fluid and cursive, with the first name 'Yvonne' being the most prominent.

Yvonne M O'Hara
Customer Service Associate
PNC
341 Broad St
Elyria, Ohio 44035
yvonne.ohara@pnc.com
440-323-3392
NMLS# 605335

A member of the PNC Financial Services Group

www.pncbank.com

**ADDENDUM TO EXTEND CLOSING DATE UNDER
REAL ESTATE PURCHASE CONTRACT**

SELLER: OWNER OF RECORD ("Seller")

BUYER(S): JANICE GEORGIEVSKI ("Buyer")

PROPERTY ADDRESS: 3830 Walter Rd. North Olmsted OH 44070 ("Property")

The above parties mutually understand and agree as follows:

1. This amendment ("Amendment") amends the real estate purchase contract and the real estate purchase addendum entered into between the parties hereto in connection with the Buyer's agreement to purchase the Property ("Purchase Agreement"). All of the terms, conditions, and provisions in the Purchase Agreement a) remain in full force and effect, b) are hereby incorporated by reference herein, and c) are unchanged except as expressly amended hereby.
2. The closing date agreed to under the Purchase Agreement is hereby extended to 8-20-14.
3. **This Amendment is void and of no effect if it is not signed by the Buyer and returned to the Seller or the listing real estate agent within 24 hours from the time it was sent to Buyer or the Buyer's representative.**

BUYER(S):
Signature: JANICE GEORGIEVSKI

Date: 8/12/14

SELLER
Signature: _____

Date: _____

FORM129064-1012
070000390



No. 1512868

6-12/410

CASHIER'S CHECK

DATE AUGUST 04, 2014

PAY TO THE ORDER OF NATIONAL LINK

\$ 37,000.00

THIRTY SEVEN THOUSAND AND 00 / 100 ***** DOLLARS

JONCE GEORGIEVSKI
REMITTER

PNC Bank, National Association

[Signature]
OFFICIAL SIGNATURE



Security features
Details on back



MP

⑈01512868⑈ ⑆014000124⑆ 4000020309⑈



PROPERTY INSPECTION CONTINGENCY RELEASE

Property ID 932205

Janos Georgievski (Buyer), referred to as buyer herein, has inspected the property located at 3830 Walter Rd., North Olmsted, OH 44070 (property address) per the terms of the Counteroffer Addendum and accepts said property in it's current "AS-IS" "WHERE-IS" condition. Effective 08/06/2014 (Date), Buyer hereby removes any and all property inspection Contingencies. **(Once the Property Inspection Contingency is removed, whether or not buyer has satisfied him/herself regarding property inspection or received any information relating to the property inspection, Buyer's deposit may not be returned if buyer does not close this transaction*).**

* Financing Property inspection contingency may qualify buyer to a refund of the buyer's deposit.

Janos Georgievski

Buyer

Date

8/7/14

Buyer

Date

Listing Agent Initials

Date

Buyer and Property Information Form

Please note that this form is needed before a closing will be scheduled

NationalLink order #:

Property address:

1) Correct spelling of buyer name: JONCE GEORGIJEVSKI

2) Correct spelling of buyer name: _____

Buyer's marital status as to appear on the deed: Married

Vesting for Deed: Jonce Georgievski

Where would the buyer like the original recorded deed to be sent once recorded?
37692 Butternut Ridge North Ridgeville Ohio 44039

(PLEASE NOTE THAT THIS INFORMATION IS NEEDED IN ORDER TO PREPARE THE NEW BUYERS DEED)**

(** Please note: Only parties to the sales contract can appear on the deed. If the buyer is not an individual, please supply a copy of the proper documentation as to the trust or company for review.)**

Will this property be used as primary residence for the purchaser (yes or no)? No

Buyer's driver license No: RL094577

Buyer's current address: 37692 Butternut Ridge North Ridgeville OH 44039

What is the location of the buyer so that a local closing can be scheduled? Please indicate Address, City, State, Zip, and County:

Buyer's phone #: 440-281-7315 Buyer's Email Address: N/A

Please verify the purchase method: Cash Financed Other (please explain) _____

Buyer's Social Security No: _____

Mortgage Broker information: (use only if a mortgage broker is being utilized to obtain financing)

Company name: N/A cash deal

Broker name: _____

Company address: _____

Office Phone: _____ Cell Phone/Alternate #: _____ Email: _____

Lender information:

Company name: N/A cash deal

Lender contact: _____

Company address: _____

Office Phone: _____ Cell Phone/Alternate #: _____ Email: _____

Homeowner's Insurance Information: Company name: N/A

Contact name: N/A Office Phone: N/A

National Link

CONSIDER IT DONE.™

Listing agent Information: (agent representing the seller) - **(to be completed by listing agent.** This will be used for shipping your commission check.)

Company name: _____
Listing agent name: _____
Company address: _____
Office Phone: _____ Cell Phone/Alternate #: _____ Email: _____
Broker/Admin Fee: _____

Selling agent Information: (agent representing the buyer) - **(to be completed by selling agent.** This will be used for shipping your commission check.)

Company name: Realty Trust Services
Selling agent name: David Stevoff
Company address: 43215 Cooper Foster rd Lorain OH 44055
Office Phone: 440-324-5275 Cell Phone/Alternate #: 440-522-4802 Email: david@rtserve.com
Broker/Admin Fee: 2.5%

The following section is to be completed by one or both of the **realtors involved in this transaction and will be used to verify the information for closing. Any information not provided will not be the responsibility of the closing company after the funds are disbursed.

Is a Home Warranty being purchased and paid for on the HUD (yes or no)? No
If yes, please provide an invoice, contact info and state who should be paying for the warranty.

Is there an HOA on this property? If yes, please provide HOA contact information. No
Is there a secondary HOA on this property? If yes, please provide contact information. No
Is there a third HOA on this property? If yes, please provide contact information. No

Notes or special instructions for NationalLink:

*****PLEASE NOTE THAT ALL OF THE ABOVE INFORMATION IS NEEDED TO COMPLETE THIS TRANSACTION AND DISBURSE COMMISSION CHECKS*****



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** 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 that agents can offer and their options for working with you:

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 "subagency" 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 that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or 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 confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Working With Realty Trust Services

Realty Trust Services does offer 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 **Realty Trust Services** 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. **Realty Trust Services** 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, the agent and **Realty Trust Services** 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 **Realty Trust Services** has listed. In that instance, **Realty Trust Services** 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 **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** 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 **Realty Trust Services** 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 **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** 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, 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. (Effective: 3/25/08)

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

Jonce Georgievski

Name (Please Print)

X *Jonce Georgievski*

Signature Date

Name (Please Print)

Signature Date

3830 Walter Rd, North Olmsted, OH 44070



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: 3830 Walter Rd, North Olmsted, OH 44070

Buyer(s): Jonce Georgievski

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by David Stevoff, and Realty Trust Services
AGENT(S) BROKERAGE

The seller will be represented by Roman B. Tarnawsky, and Cleveland Asset Management
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) _____ and real estate brokerage _____ 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.

X Jonce Georgievski 8/1/14
BUYER/TENANT Jonce Georgievski DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

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.

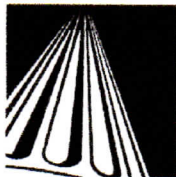
Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their 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






**Realty Trust
Services**



Promisary Note

<i>Promissory Note</i>	\$ <u>37,000.00</u>	Date <u>8/1/14</u>
	4 days from acceptance	
	ON DEMAND after date, _____ promise to pay to the order of REALTY TRUST SERVICES	
	with interest at <u>ZERO</u> percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.	
DUE DATE ON DEMAND		X <u>Jonce Georgievski</u> Jonce Georgievski
Approved forms – The Cleveland Area Board of REALTORS®		



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Jonce Georgievski offers to buy the

2 PROPERTY located at 3830 Walter Rd, North Olmsted, OH 44070

3 City _____, Ohio, Zip _____

4 Permanent Parcel No. 231-39-051, and further described as being:

5 _____

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: [] satellite dish; [] range and oven; [] microwave; [] kitchen refrigerator;
12 [] dishwasher; [] washer; [] dryer; [] radiator covers; [] window air conditioner; [] central air conditioning; [] gas
13 grill; [] fireplace tools; [] screen; [] glass doors and [] grate; [] all existing window treatments; [] ceiling fan(s);
14 [] wood burner stove inserts; [] gas logs; and [] water softener. Also included: _____

15 _____

16 NOT included: _____

17 _____

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

23 PRICE BUYER shall pay the sum of \$ 74,000.00

24 Payable as follows:

25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 37,000.00

28 [] Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.

31 [x] Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238. 37,000.00

34 Cash to be deposited in escrow \$ _____

35 Mortgage loan to be obtained by BUYER \$ _____

36 [] CONVENTIONAL, [] FHA, [] VA, [x] OTHER ****CASH****

37 _____

38 FINANCING BUYER shall make a written application for the above mortgage loan within _____ days
39 after acceptance and shall obtain a commitment for that loan on or about _____. If,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR
Revised May 1, 2000
Page 1 of 6

SELLER'S INITIALS AND DATE

JG 8/1/14
BUYER'S INITIALS AND DATE

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43 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before 3 WEEKS OR LESS, and title shall be
49 transferred on or about 3 WEEKS OR LESS.

50 **POSSESSION** SELLER shall deliver possession to BUYER on _____ (date) at _____ (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for NA () days. Additional NA days at a rate of
53 \$NA per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

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

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

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

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000
Page 2 of 6
SELLER'S INITIALS AND DATE _____ BUYER'S INITIALS AND DATE VG. 8/1/14
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96 whichever is later. The escrow agent shall withhold \$ 500
97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
101 fees for the deed and any mortgage, and d) other buyer costs

102 _____ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
104 BUYER which will will not be provided at a cost of \$ _____ charged to SELLER BUYER from
105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
116 understands that all real property and improvements may contain defects and conditions that are not readily
117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** _____ (initials) BUYER elects to waive each professional inspection to which BUYER has
124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

JG.
8/1/14

Choice	Inspection		Expense	
	Yes	No	BUYER's	SELLER's
128	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

134 Offer is contingent to inspection report

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association.
Revised May 1, 2000
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SELLER'S INITIALS AND DATE
BUYER'S INITIALS AND DATE
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143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.

157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER HAS J.G. (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled
187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
190 form within _____ days from receipt.

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

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association
Revised May 1, 2000
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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

J.G. 8/1/14

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

204 BUYER HAS J (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on JG (date) prior to writing this offer.

206 BUYER HAS NOT JG (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within _____ days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have _____ () days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE

226

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

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

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

244 X Jonce Georgievski 37692 BUTTERNUT RIDGE RD NORTH RIDGEVILLE OHIO 44039
245 (BUYER) Jonce Georgievski (ADDRESS AND ZIP CODE)

246 ---> _____ ---> 8/1/14
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 37,000.00 check note, earnest money,
249 subject to terms of the above offer.

250 By: DAVID STEVOFF Office: REALTY TRUST SERVICES Phone: 440-522-4802

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of \$1850.00 percent (2.5 %)
253 of the purchase price to _____ (Broker)
254 _____ (Address)
255 and _____ percent (_____ %) of the
256 purchase price to _____ (Broker)
257 _____ (Address)
258 as the sole procuring agents in this transaction.

259 _____
260 (SELLER) (ADDRESS AND ZIP CODE)

261 _____
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

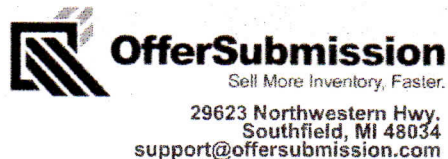
263 _____
264 (SELLER) (ADDRESS AND ZIP CODE)

265 _____
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

Multiple Listing Information	
270 <u>Roman B. Tarnawsky</u>	<u>2006006316</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Cleveland Asset Management</u>	<u>2958</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>DAVID STEVOFF</u>	<u>2013000979</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>REALTY TRUST SERVICES</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)

OFFER ACCEPTANCE INSTRUCTION SHEET



To: david stevoff
Realty Trust Services
Phone: 440.324.5275
Fax:
david@rtserve.com

Date: 07/31/2014

Subject: **Property ID: 932205 Offer ID: 185700**
3830 WALTER RD
NORTH OLMSTED, OH 44070

Congratulations! The offer for the property above has been conditionally accepted by the Seller subject to the terms and conditions of these documents. Now, time is of the essence.

ALL OF THE FOLLOWING DOCUMENTS MUST BE DELIVERED TO THE LISTING AGENT ON OR BEFORE 08/03/2014 , OTHERWISE YOUR BUYER RUNS THE RISK OF NOT SECURING THIS PURCHASE

1. **Purchase Agreement or Sales Contract containing the full legal name(s) of the Buyer(s) that matches the accepted offer terms. The contract submitted must meet State or local Board of Realtors requirements.**
2. **Signed Offer Acceptance Addendum (attached)**
3. **Signed Addendum to Purchase Agreement (attached)**
4. **Signed Owner's Disclosure Statement (attached)**
5. **Earnest Money Deposit Receipt and copy of Earnest Money Check for \$37,000 (attached)**
6. **Preapproval letter for financed offers or proof of funds for cash offers, dated within the past 30 days.**

This communication is to acknowledge conditional, non-binding acceptance of the offer to purchase the above-stated Property. Please relay to the Buyer that this acceptance does not constitute a legally binding agreement. Acceptance of the Buyer's offer is subject to Seller's right to accept any higher or better offer that might be received until the Contract of Sale (including any required addenda) has been fully executed by all parties of interest. Seller reserves the right to continue to market the property and accept any contract of Seller's choosing prior to Seller's written acceptance of Contract of Sale and the addenda. Seller shall have no obligation to sign a Contract of Sale with Buyer nor shall Seller have any liability for failure to do so.

You must deliver the above required documents to the Listing Agent by **08/03/2014** . Seller-signed documents will typically be returned to you via email within three (3) business days. Offers/contracts that require investor or other approvals or signatures may be delayed until those approvals/signatures are obtained.

Listing Agent: Roman Tarnawsky
Cleveland Asset Management
Phone: 216.741.6631
Fax: 216.741.6635
roman@clevelandasset.com

Should you have any questions, please direct them to the Listing Agent

Sincerely,

The Offer Processing Team

PROPERTY ID# 932205
OFFER ACCEPTANCE ADDENDUM
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
PLEASE READ IT CAREFULLY.



Reference is made to the Real Estate Purchase Contract dated 07/31/2014 pertaining to the Real Property known as 3830 WALTER RD, NORTH OLMSTED, OH 44070 made between "Seller": PNC Bank, National Association, and "Buyer": Jonce Georgievski.

OFFER #185700 TERMS

Purchase Price: \$74,000
Seller Paid Closing Costs not to exceed: \$0
Seller Paid Repair Costs not to exceed: \$0
Seller Paid Home Warranty Cost not to exceed: \$0
Seller Paid Inspection Fees not to exceed: \$0
Seller Paid Survey Fee not to exceed: \$0
Earnest Money Deposit: \$37,000
Days for inspection: Within: 0 Calendar Days
Closing date on or before: 08/14/2014
Type of Financing: Cash
Occupancy: Investor

Standard clauses to be made a permanent part of this contract:

1. Buyer(s) agrees to pay \$300.00 Offer Processing Fee to OfferSubmission.com at closing. CLOSING AGENT: Deliver payment to OfferSubmission.com, 29623 Northwestern Hwy., Suite 1C, Southfield, MI 48034-1076
2. Buyer(s) agrees to deliver to Listing Agent a signed copy of this Addendum, along with a fully executed Purchase Agreement and evidence of earnest money deposit within 3 calendar days of Buyer's acknowledgement of acceptance.
3. Buyer(s) to sign Seller's Addenda to be made part of the original contract.

Unless this Offer Acceptance Addendum is signed by the Buyer(s) and delivered to the Listing Agent along with a fully executed purchase agreement and evidence of earnest money deposit by **08/03/2014**, this acceptance shall be deemed revoked. Seller reserves the right to continue to market the property and accept any contract of Seller's choosing prior to Seller's written acceptance of contract and this addendum.

THIS TRANSACTION IS SUBJECT TO ACCEPTANCE AND EXECUTION OF THE PURCHASE CONTRACT/SALES AGREEMENT AND THIS OFFER ACCEPTANCE ADDENDUM BY THE SELLER.

All other terms and conditions shall remain the same. This Offer Acceptance Addendum supersedes all other Offer Acceptance Addenda and the purchase agreement/sales contract. This Offer Acceptance Addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer's and Seller's signature hereon. The Offer Acceptance Addendum shall hereby become part of the above referenced contract between the parties.

ACCEPTANCE: Buyer(s) accepts the above Offer Terms and acknowledges receipt thereof:

x Jonce Georgievski x 8/1/14
Buyer Date

Buyer Date

ACCEPTANCE: Seller accepts the above Offer Terms and acknowledges receipt thereof:

Seller Date
By: _____

PROPERTY ID# 932205
ADDENDUM TO PURCHASE AGREEMENT
PAGE 1 of 4
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
PLEASE READ IT CAREFULLY.



This Addendum to Purchase Agreement
is attached to and made part of that certain Agreement
dated: **07/31/2014**

("Addendum")
("Purchase Agreement")

by and between: **PNC Bank, National Association**

("Seller")

and: **Jonce Georgievski**

("Buyer")

for the sale and purchase of certain real property with improvements thereon, if any, located at:
3830 WALTER RD, NORTH OLMSTED, OH 44070

("Property")

In the event of any conflict between the provisions of this Addendum and the Purchase Agreement or any addendum or rider thereto, the provisions of this Addendum will control and the conflicting term in the Purchase Agreement or any addendum or rider thereto is considered deleted and expressly waived by both Buyer and Seller.

Buyer and Seller acknowledge and agree as follows:

1. Mortgage Insurance Claim Pending
___ (Applies if checked by Seller)

Sale of the Property is subject to the approval of the mortgage insurance carrier with whom Seller has a pending claim. The mortgage insurance carrier has the option to approve this sale and settle the claim or take title to the Property. If the mortgage insurance carrier exercises their option to take title to the Property, this Purchase Agreement will become null and void. Seller will seek approval of this sale within five (5) business days of Seller's execution of this Purchase Agreement.

2. Deed Pending
___ (Applies if checked by Seller)

Closing of the sales transaction by the date indicated in this Purchase Agreement is subject to Seller's receipt of the recorded deed transferring the Property into Seller's name. As of the execution of this Purchase Agreement said deed has not been received. Buyer is aware and understands that closing of the sales transaction may be delayed and agrees to extend the closing date until Seller receives the recorded deed. Buyer has the right to terminate this Purchase Agreement if said closing is delayed more than 30 days. The closing date will automatically be extended absent notice from Buyer that Buyer is terminating this Purchase Agreement.

3. Physical Condition

a. Property is being sold in its present "as is, where is" condition, including all defects, known or unknown. Neither Seller nor Seller's employees, officers, directors, agents, successors, assigns, salespeople and agents make any representations, warranties or guarantees to Buyer of any kind whatsoever as to the condition of Property, including, but not limited to habitability, legality of use, or zoning nor as to the fitness of any improvements on Property for any particular purpose, the operating utility of any heating, ventilating, cooling, roofing, utility service, access, water sufficiency, potability, waterproofing or any appliance or other personal property. Seller acquired Property through bulk purchase, foreclosure proceedings or by deed-in-lieu of foreclosure and has not occupied Property. Property may not be in compliance with applicable building, zoning, health or other laws or codes. Property may not be in habitable condition. Any improvements on Property, including the house, systems, fixtures, appliances, and personal property, if any, being sold with Property are not new and may have defects and may need repair work. Seller will not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or defect in the material, workmanship or mechanical components of the structures, improvements or land constituting Property prior or subsequent to delivery of the deed for Property, including, but not limited to, the heating, air conditioning and ventilation system, plumbing, storm sewer and sewage disposal systems, well or other water supply systems, drainage or moisture conditions, foundation, electrical, hot water heater, pools, spas, solar systems, appliances, roofs or damage by pests or other organisms. Buyer will not be entitled to any credits for physical deficiencies in Property. Property will be delivered at the time of delivery of the deed in the same condition as they now are, reasonable wear and tear excepted.

b. If any repairs are made part of the Purchase Agreement, they will not be initiated until Buyer has received written loan approval and Seller has authorized work to commence in writing.

c. Closing of the sales transaction constitutes acceptance by Buyer of the Property's condition and upon said closing Seller will have no further liability for the condition of the Property.

X Buyer(s) Initial JG.

Seller Initial _____

PROPERTY ID# 932205
ADDENDUM TO PURCHASE AGREEMENT



PAGE 2 of 4
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
PLEASE READ IT CAREFULLY.

4. Reports

Any reports, studies or evaluations of the structural, mechanical, physical or environmental condition of Property provided to Buyer by Seller are provided solely as an accommodation to Buyer or for disclosure purposes. Seller makes no representation or warranty as to the accuracy or completeness of the reports, studies or evaluations or as to the compliance of the reports, studies or evaluations with recognized professional standards.

5. Inspections

If the Purchase Agreement is subject to any type of property or home inspections, Seller will make Property available for all reasonable inspections upon reasonable prior notice. Buyer will keep Property free and clear of liens and will indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs. Buyer will repair all damages arising from any home inspections conducted at Buyer's direction. No inspections may be made by any governmental building or zoning inspector without the prior written consent of Seller, unless required by local law. Buyer will provide to Seller, at no cost, upon request of Seller, complete copies of all inspection reports obtained by Buyer. If Property has been winterized, Seller will have Property de-winterized for the Buyer's property or home inspections. Buyer is responsible to have Property re-winterized once the inspections are completed at Buyer's sole cost and expense. Buyer is responsible to have Property de-winterized after closing of the sales transaction at Buyer's sole cost and expense.

6. Governmental Approvals

Buyer is responsible to apply for and obtain, at Buyer's sole cost and expense, any Certificate of Occupancy, Certificate of Smoke Detector compliance, and all other certificates and/or approvals required by municipal, state or federal law. All repairs required in order to comply with applicable laws are Buyer's responsibility and will be accomplished at Buyer's sole cost and expense.

7. Closing; Closing Costs; Possession

- a. Regardless of state law or local custom, Buyer will pay all title abstracting, title examining, settlement, closing, escrow, document preparation and/or similar fees and charges with the exception of the deed which will be prepared at Seller's cost.
- b. Buyer will pay all closing costs and loan fees and costs on behalf of Buyer. Seller will not pay nor have any obligation to pay any closing costs on behalf of Buyer or any costs associated with Buyer's loan, or required by Buyer's lender to be paid by Seller, including any credit for VA, FHA or other loan financing costs or, unless expressly written otherwise in the Purchase Agreement.
- c. Buyer will pay for the cost of any property survey, home warranty plan, inspections or repairs unless expressly written otherwise in the Purchase Agreement.
- d. Seller will not pay/obtain compliance certificates or any state/local/county municipality certificates.
- e. Seller will pay a Broker Commission in accordance with the Listing Agreement/Addendum.
- f. Buyer will pay any portion of the realty transfer tax assessed in connection with the sale which is customarily a buyer's responsibility.
- g. Seller will not grant possession of Property or allow occupancy by Buyer prior to closing of the sales transaction.
- h. If Property is on a master key system Buyer is responsible to have the locks changed after closing of the sales transaction at Buyer's sole cost and expense. Seller does not guarantee that Buyer will receive keys to all exterior door locks and/or garage door openers.
- i. The deed conveying Property from Seller to Buyer will be a limited or special warranty deed with covenants against Grantor's acts.

8. Title

- a. Unless otherwise indicated below, Seller will furnish Buyer, at its expense, a fee (owner's) title policy issued by Seller's choice of title company, with standard, base coverage in the amount of the purchase price. Buyer may, at its sole expense and election, obtain any endorsements and extended coverages it desires but Seller is under no obligation to take any action or incur any costs related to such additional endorsements and coverages.
- b. Seller will give and Buyer will accept such marketable title as Seller's title insurance company will be willing to approve and insure in accordance with its standard form of title policy approved by the governing agency for the state where the Property is located, subject only to the matters provided for in this Purchase Agreement.
- c. Seller will pay the premium for a fee (owner's) title policy only if Buyer elects to close with Seller's choice of title agent. If Buyer elects to close with Buyer's choice of title agent, then the premium for the fee (owner's) title policy will be borne solely by the Buyer. If Buyer obtains a mortgage loan in connection with this purchase, Buyer will pay the mortgagee title policy premium.

(Buyer initial option chosen below)

19 Buyer elects to close with Seller's choice of title agent. / _____ Buyer elects to close with Buyer's choice of title agent.

ADDENDUM TO PURCHASE AGREEMENT



9. Default by Seller

If Seller defaults under any provision of the Purchase Agreement or if Buyer raises any objection to the home inspections or title which Seller is unable or unwilling to resolve and which Buyer does not waive, either party may terminate the Purchase Agreement whereupon all deposit money paid will be returned to Buyer without interest and Buyer and Seller will be released from any further liability under the Purchase Agreement or otherwise. Buyer hereby waives all other remedies at law or equity, other than the remedy set forth herein.

10. Buyer's Failure to Close

If the date for closing the sales transaction is stated in the Purchase Agreement as "time of the essence" and Buyer fails to close the transaction by the closing date specified, the Purchase Agreement will be, without notice, null and void and of no effect and neither Buyer nor Seller will have any further obligation under the Purchase Agreement or otherwise and the hand money paid on account by Buyer will be retained by Seller as or toward damages. If the date for closing the sales transaction is not "time of the essence" and Buyer fails to close the transaction by the closing date specified, Seller will have the right to declare time to be of the essence by giving default notice to Buyer. The default notice will state that Seller is declaring time to be of the essence with respect to closing the sales transaction and will provide a deadline for closing of the sales transaction. The deadline fixed will not be earlier than five (5) days or later than thirty (30) days following the date of the default notice. Burden of closing the sales transaction will thereafter be Buyer's responsibility even if it is not so stated in the Purchase Agreement. Thereafter, if Buyer does not close the sales transaction by the deadline given, the Purchase Agreement will be, without further notice, null and void and of no effect and neither Buyer nor Seller will have any further obligation under the Purchase Agreement or otherwise and the hand money paid on account by Buyer will be retained by Seller as or toward damages.

11. Release; Indemnification

Buyer releases Seller, Seller's employees, officers, directors, agents, successors and assigns from any and all claims, causes of action, liabilities or obligations, of any sort or kind which Buyer ever had, now has or Buyer's heirs, executors, administrators, successors or assigns can, will or may have, arising out of or relating to the Purchase Agreement, this Addendum, Property or the transactions contemplated hereby against Seller. Buyer agrees to indemnify and hold Seller, Seller's employees, officers, directors, agents, successors and assigns harmless from any loss, damage, judgment, liability or expense (including counsel fees) suffered by or rendered against them on account of any claims arising out of or relating to Property or the Purchase Agreement. **Buyer states that it has carefully read the foregoing release and indemnity, knows the contents thereof and grants the same as its own free act and deed.**

12. Assignment

The Purchase Agreement cannot be extended or assigned without prior written approval of the Seller.

13. Mediation/Arbitration

Seller does not agree to mediation/arbitration.

14. Compliance

a. Buyer represents, warrants and covenants to Seller that (i) no Covered Entity (as hereinafter defined) or any Person (as hereinafter defined) providing funds to Buyer for the purchase of the Property is a Sanctioned Person (as hereinafter defined); (ii) no Covered Entity is directly or indirectly controlled by a Sanctioned Person; (iii) none of the funds used by Buyer to purchase the Property will be derived from any unlawful activity; (iv) each Covered Entity is in compliance with, and shall continue to comply with, all Anti-Terrorism Laws (as hereinafter defined); and (v) Buyer is not acting hereunder and will not act hereunder for or on behalf of a Sanctioned Person.

b. Buyer shall provide to Seller all information reasonably requested by Seller from time to time relating to the sources of funds and/or Persons conducting business with Buyer, including, but not limited to, the full legal name of Buyer and/or the beneficial owners of Buyer, their primary residences or places of business, social security numbers or company tax identification numbers, dates of birth and/or their percentage ownership of Buyer and copies of Buyer's and/or its beneficial owners' organizational and governing documents.

c. In the event that (i) any of the representations or warranties contained in subparagraph (a) above shall be inaccurate or incomplete, (ii) it is determined that any covenant set forth in subparagraphs (a) or (b) above has been breached, (iii) the information Buyer provides under subparagraph (b) above is inaccurate or incomplete and/or (iv) Seller determines, in its good faith judgment, that completion of the purchase and sale of the Property could violate any Anti-Terrorism Law or any other Law, then Seller shall have the right to terminate the Purchase Agreement whereupon all deposit money shall be returned to Buyer without interest and Seller shall be released from any further liability under the Purchase Agreement.

ADDENDUM TO PURCHASE AGREEMENT

**THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.
PLEASE READ IT CAREFULLY.**



d. As used in this Paragraph, the following terms shall have the meanings set forth below:

"Anti-Terrorism Laws" means any Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

"Covered Entity" means (a) Buyer and each direct or indirect subsidiary of Buyer and (b) each Person (as hereinafter defined) that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person means the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

"Law" means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any governmental authority, foreign or domestic.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law.

IN WITNESS WHEREOF, Buyer and Seller have executed this Addendum intending to be legally bounded hereby.

Witness:

Buyer:

X. Jacek Hozjanski

Date

8/1/14

Date

Date

Seller:

By: _____

Date _____

OWNER'S DISCLOSURE STATEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT.

PLEASE READ IT CAREFULLY.



Listing Broker:

This disclosure statement should be attached to any additional disclosure statements as may be required by law to be made by Owner or by you acting as agent on Owner's behalf. This disclosure statement, with attachments, must be presented to and signed by any prospective buyer before a purchase agreement is signed.

The undersigned Buyer acknowledges that:

Owner is a corporation which acquired the above Property through bulk purchase, foreclosure proceedings or by deed-in-lieu of foreclosure and has never occupied the Property.

The Property is being sold in its present "as is, where is" conditions, including all defects, known or unknown.

Owner, Owner's agent(s), their employees, salespeople, officers and/or partners make no representations, warranties or guarantees to Buyer of any kind whatsoever as to the condition of the Property, including but not limited to habitability, legality of use, or zoning nor as to the fitness of any improvements on the Property for any particular purpose, the operating utility of any heating, ventilating, cooling, roofing, utility service, access, water sufficiency, potability, waterproofing or any appliance or other personal property.

The Property may not be in compliance with applicable building, zoning, health or other laws or codes. The Property may not be in habitable condition. Any improvements on the Property, including the house, systems, fixtures, appliances and personal property, if any, being sold with the Property are not new and may have defects and may need repair work.

Owner: _____

By: _____ Date _____

Acknowledged by Buyer:

X Buyer: Joyce Georgiewski Date 8/1/14

Buyer: _____ Date _____

Buyer: _____ Date _____

PROPERTY ID# 932205
**Earnest Money Deposit Receipt
and Funds Verification**



Earnest Money Deposit Amount should be: **\$37,000**

Offer ID#: **185700**

Property Address: **3830 WALTER RD, NORTH OLMSTED, OH 44070**

Buyer Name: **Jonce Georgievski**

PNC Bank requires that the earnest money deposit must be in the form of a cashier's check made payable to NationalLink. If NationalLink is not permitted to hold the earnest money deposit check for any reason whatsoever, including any state requirement that the deposit must be held by the listing broker or other party, NationalLink will ensure that the earnest money deposit is remitted to that party.

1. Send the original cashier's check and a copy of this page to:

NationalLink
Attn: REO Department
300 Corporate Center Drive, Suite 300
Moon Township, PA 15108
Phone: (888) 422-7911

2. Make a copy of the cashier's check and add it to this document stack behind this page, along with the Buyer's mortgage preapproval letter for financed offers or proof of funds for cash offers, dated within the past 30 days.
3. Closing contact information and instructions will be provided to the listing agent along with a fully-executed contract. Therefore, please contact the listing agent to secure a copy of the fully-executed contract and for closing contact information.

Buyer's Agent: david stevoff
Realty Trust Services
Phone: 440.324.5275
Fax:
david@rtserve.com

I represent that the earnest money deposit check presented above is a valid check and is being delivered within the time required according to State Law where the property is located.

Buyer's Agent Signature: 