

PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned AAaron Putman &
 2 PROPERTY located at 4804 E 173 offers to buy the
 3 City CLEVELAND, Ohio, Zip 44122
 4 Permanent Parcel No. 143-17-017, and further described as being:

5 SINGLE Family
 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 now
 8 on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings,
 9 screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit,
 10 smoke detectors, garage door opener(s) and all controls; all permanently attached carpeting. The following
 11 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 grill;
 13 fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s); wood
 14 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
 19 a 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
 21 prior to BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the
 22 SELLER of the SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the
 23 primary offer.

24 **PRICE** BUYER shall pay the sum of _____
 25 Payable as follows: \$ 19,000.00

25a Earnest Money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase
 25b price. In the event of a dispute between the seller and buyer regarding the disbursement of the earnest money, the
 25c broker is required by Ohio law to maintain such funds in his trust account until the broker receives (a) written
 25d instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that
 25e specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was
 25f deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written
 25g notice that such legal action to resolve the dispute has been filed, the broker shall return the earnest money to the
 25h purchaser with no further notice to the seller.

27 Check to be deposited immediately upon the
 28 formation of a binding AGREEMENT, as defined
 29 below on lines 231-238. \$ 1000.00

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

33 Cash to be deposited in escrow \$ 13,000.00
 34 Mortgage loan to be obtained by BUYER \$ _____
 35 CONVENTIONAL, FHA, VA, OTHER Cash

37 **FINANCING** BUYER shall make a written application for the above mortgage loan within
 38 days after acceptance and shall obtain a commitment for that loan on or about N/A
 39 _____ If, despite BUYER's good faith efforts, that commitment has not been obtained, then this

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ML
 SELLER'S INITIALS AND DATE

X A.P. 8-5-14
 BUYER'S INITIALS AND DATE

40 AGREEMENT shall be null and void. Upon signing of the mutual release by SELLER and BUYER, the earnest
 41 money deposit shall be returned to the BUYER without any further liability of either party to the other or to
 42 Broker and their agents.
 43 CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow
 44 with the lending institution or escrow company on or before 8/15/2014 and title shall be
 45 transferred on or about 8/15/2014.
 46 POSSESSION SELLER shall deliver possession to BUYER on 8/15/2014 (date) at _____ (time)
 47 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
 48 by the SELLER free for _____ () days. Additional _____ days at a rate of
 49 \$ _____ per day. Payment and collection of fees for use and occupancy after transfer of title are the
 50 sole responsibility of SELLER and BUYER.

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

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

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 HUD-1
 108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.
 109

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

120 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT**
 121 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

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

	Inspection	BUYER's Expense	SELLER's Expense
126	Yes No		
127	<input checked="" type="checkbox"/> GENERAL HOME _____ days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
128	<input type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133			

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

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[Signature]
 SELLER'S INITIALS AND DATE

[Signature]
 BUYER'S INITIALS AND DATE

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

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

156 Yes No
 157 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
 158 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
 159 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
 160 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
 161 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
 162 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
 163 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
 164 OR SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER
 165 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.
 166 Yes No

167 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
 168 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
 169 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
 170 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
 171 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
 172 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
 173 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
 174 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
 175 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
 176 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
 177 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
 178 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
 179 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
 180 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
 181 BUYER W HAS A.P. (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT

182 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
 183 AND/OR LEAD-BASED PAINT HAZARDS."

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

189 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
 190 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
 191 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
 192 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
 193 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
 194 Approved by CABOR, LeCAR, CRAR, GeCAR, Medina.BOR and the Cuyahoga County Bar Association

SELLER'S INITIALS AND DATE _____
 BUYER'S INITIALS AND DATE A.P. 8-5-14

195 transaction.

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

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

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

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

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

None

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

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

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

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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

243 X Ann R
 244 (BUYER) 4060 E. 123rd Zip 44105
 (ADDRESS AND ZIP CODE)

245
 246 (BUYER) 216-315-8746 8/5/14
 (PHONE NO.) (DATE)

247 DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$ _____
 248 to terms of the above offer. check note, earnest money, subject

249 By: _____ Office: _____ Phone: _____

250 ACCEPTANCE SELLER accepts the above offer and irrevocable instructs the escrow agent to pay from
 251 SELLER's escrow funds a commission of 7.5% Listing percent (_____ %)

252 of the purchase price to Cleveland Suburban Homes (Broker)
 253 12713 Buckley Rd CLEVE OH 44120 (Address)

254 and _____ percent (_____ %) of the
 255 purchase price to _____ (Broker)

256 _____ (Address)

257 as the sole procuring agents in this transaction.

258 Helena McCall
 259 (SELLER) _____ Zip _____
 (ADDRESS AND ZIP CODE)

260
 261 (PRINT SELLER'S NAME) _____ (PHONE NO.) _____ (DATE) _____

262
 263 (SELLER) _____ (ADDRESS AND ZIP CODE) _____

264
 265 (PRINT SELLER'S NAME) _____ (PHONE NO.) _____ (DATE) _____

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

268 Multiple Listing Information
 269 Sergio Picciuto _____ 2011000511
 (Listing agent name) (Listing agent license #)

270 Realty Trust Services _____ 9165
 (Listing broker name) (Listing broker office #)

271
 272 Rochelle Murray _____ 20031011646
 (Selling agent name) (Selling agent license #)

273 Cleveland Suburban _____ 91630
 (Selling broker name) (Selling broker office #)

274
 275
 276

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CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Cleveland Suburban Homes Realty

We are pleased you have selected Cleveland Suburban Homes Realty, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Cleveland Suburban Homes Realty, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing 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 who represents 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 in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Cleveland Suburban Homes Realty, Inc.

Cleveland Suburban Homes Realty, Inc. 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 Cleveland Suburban Homes Realty, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take sides over the other. Cleveland Suburban Homes Realty, Inc. will still supervise both clients as they are being fully represented and will protect the parties' confidential information.



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

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

Purchaser's Initials A.P. Date 8/5/14
Purchaser's Initials _____ Date _____



STATE OF OHIO DEPARTMENT OF COMMERCE

2013

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 4804 E.173rd at Cleveland Oh, 44128

Owners Name(s): Melvyn McCall

Date: 07/21/14, 20

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 09/12/14
If owner is not occupying the property, since what date:

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

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

- [X] Public Water Service [] Holding Tank [] Unknown
[] Private Water Service [] Cistern Other
[] Private Well [] Spring
[] Shared Well [] Pond

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

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

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

- [X] Public Sewer [] Private Sewer [] Septic Tank
[] Leach Field [] Aeration Tank [] Filtration Bed
[] Unknown [] Other

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

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

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

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

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

Owner's Initials MH Date
Owner's Initials Date

Purchaser's Initials A.P. Date 8/5/14
Purchaser's Initials Date

4804 E.173rd st Cleveland Oh, 44128

Property Address

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser's Initials A.P. Date 8/5/14
Purchaser's Initials _____ Date _____

Property Address 4804 E. 173rd st Cleveland Oh, 44128

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

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

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

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

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

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

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

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

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

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

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No
1) Boundary Agreement 4) Shared Driveway
2) Boundary Dispute 5) Party Walls
3) Recent Boundary Change 6) Encroachments From or on Adjacent Property
If the answer to any of the above questions is "Yes", please describe: _____

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

N/A

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

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

Purchaser's Initials AP Date 8/5/14
Purchaser's Initials _____ Date _____

MAR-11-2010 02:23 From:

To: 4562326

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Property Address 4804 E.173rd st Cleveland Oh, 44128

CERTIFICATION OF OWNER

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

OWNER: Malvin McColl (NA 21, 2014) DATE: _____

OWNER: _____ DATE: _____

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER: Am R 8/5/14 DATE: _____

PURCHASER: _____ DATE: _____

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment

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

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

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

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

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

Agent's Acknowledgment

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

Certification of Accuracy

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

Melvin McCall
Melvin McCall (Jul 21, 2014)

Seller _____ Date _____ Seller _____ Date _____

Purchaser Melvin McCall _____ Date _____ Purchaser _____ Date _____

Agent _____ Date _____ Agent _____ Date _____

Key Investment Services
 Key Investment Services LLC
 Member FINRA/SIPC
 4900 Theobald Blvd, OH 01-49-0215
 Brooklyn, OH 44144
 Toll Free: 888-KS-2YOU
 Fax: 216-357-8437

Investment and Insurance products made available through
 Key Investment Services LLC, unless otherwise stated are:
 • NOT FDIC INSURED • NOT BANK GUARANTEED
 • MAY LOSE VALUE

Individual Retirement Account Statement

* 00101165 02 AV 0-378-02 SR 00453 X107BP08 000000

Account Number: [REDACTED]
 Statement Period: 06/01/2014 - 06/30/2014

IRA/FBO DOMS-PRISGG
 PERSHING LLC AS CUSTODIAN
 4060 E 123RD ST
 CLEVELAND OH 44105-5456

Valuation at a Glance

Beginning Account Value	\$324,740.03	This Period
Cash Withdrawals		-2,310.85
Dividends/Interest		1,495.69
Change in Account Value		1,184.29
Ending Account Value	\$324,740.42	
Estimated Annual Income		\$18,556.69

Your Financial Advisor is:
 CHARLES SWANN
 (888) 547-2968

Asset Allocation

Cash, Money Funds, and Bank Deposits	0.39%	1.96%
Mutual Funds	324,740.03	99.94%
Account Total	\$324,740.42	100.00%

The Bank Deposits in your account are FDIC insured bank deposits.
 FDIC insured bank deposits are not securities and are not covered by the Securities Investor Protection Corporation (SIPC). These bank deposits are covered by the Federal Deposit Insurance Corporation (FDIC), up to allowable limits.



Rated Excellent
 Every Year Since 2007
 DALBAR RATED COMMUNICATIONS
 EXCELLENCE

Operating through Pershing LLC, a wholly owned subsidiary
 of The Bank of New York Mellon Corporation (BNY Mellon)
 Pershing LLC, member FINRA, NYSE, SIPC



Signature: Sergio Piccioto
Sergio Piccioto (Aug 5, 2014)

Email: info@restorethestandard.com