(II)

# Signer Approval: Specialist's Review D33H CONTRACT COVER SHEFT

				. COVERS	CLEET
	AM NAME:	Kelly Bloom	DATE TO A		PID/SKEY: 10/7017
	OFFER ACCEPT	ED: 12-17-14	MT EXP: 4	3075 DA	TE CLAIM FILED: NA
	CLIENT NAME:	Urban Finance	wal of REO,	/LOAN#: /\	'IA
	BUYER(S):	Ariston In	vestment	s, LLC -	
if.	ADDRESS:	1012 Root 1	Rd., Lora	in, 0# 4	4052
	APP EXP DATE	: <u>3-11-1</u> 5 APP VA	LUE: <u>[4,00</u> 0	CURRENT LP	: 14,000
	EARNEST M	ONEY DEPOSIT	`:		\$ 1,400
	SALES PRICE				
	RMS REFERE	RAL FEE:		+(0%)	\$14,000
	LISTING CON	MMISSION:			\$ 140.
	SELLING CON			+(2.5%)	\$ 350.
	TOTAL COM			+(2.5%)	\$ 350
	7 6 7 7 12 00 7 7 11	VII 33101V.			\$ 840.
	Please Check I	ncluded Docume	enfs:		Clooking
	Offer Ac	knowledgement <del>Ited</del> 10/07/141/	miss	ing UC	CLOSING DATE: 1-15-15
	REO Escr	ow/Closing Discl	osure for Buy	ver's Choico	
	State Cor	ntract /		for a choice	
	State Add				
	Owner O	ccupant / Multip	le Offer (if an	plicable	
	, Lead Base	ed Paint Disclosu	re (for prope	rtion built m	rior to 1978) 1980 –
	= /	and and of FIE	-Approval Le	tter//// or	Trustee Verification Missing
		accept thiotich Cl	ICCK TITE	1	Traces vermication (1.25%)
ı	Utility Act	ivation: YES Da	te/Time:		
Į	Please Indicate	The Correct Resp	ionene Polav		
ſ	Multiple Offers:				
	inancing Type:	Cash	llient Pd. Clos uyer Type:	_	
	BTSA:		losing Compa		Owner Truestor
				4117.	Seller's Choice
S	IGNER'S CORRE	CTIONS/COMMI	ENTS: BLOW	len nat	on State Contract
(DAS	sing you		90 1		
-	<i>•</i>			~ A-i. L	

## OFFER ACKNOWLEDGMENT AND ACCEPTANCE - 65853

Veletelice is lighter to file Men Estate	Purchase Contract, Real Estate Purchase A	addendum, or the RMS REO
Addendum dated 12/17/2014 per	aining to the Real Property known as	1012 ROOT ROAD
	LORAIN, OH 44052	made between
	Ariston Investments LLC	
1		
hereafter referred to as "Buyer", and	Urban Financial of America, LLC	"Seller".
Your offer has been approved by REC	Management Solutions, LLC(RMS) on behi	alf of
Urban Financial of America, LLC	and is subject to (Urban Fi	nancial of America, LLC)
final approval. The terms of the transa	ction are as follows: Sales price is to be \$ (	14,000.00 ) Sale is to close on or
	(80) days for cash from date of Seller's signed	
Estate Purchase Addendum or the RM	IS REO Addendum and the Offer Acknowled	gement and Acceptance. Buyer agrees to
pay a \$ ( ) per diem	for each day the closing is extended if the tr	ansaction does not close as stated above
by no fault of the Seller. If an extension	is requested by Buyer a non-refundable de	posit may be required. Buyer(s) to
complete all inspections within 10 cale.	ndar days from the Acknowledgement Date	on the Fannie Mae Real Estate Purchase
Addendum or the Seller signed date of	the RMS REO Addendum Seller will credit i	buyer up to \$ in closing
costs. Seller to credit buyer up to \$	for a home warranty. Seller to	
an inspection fee. Seller to credit buye		Seller to credit buyer up to \$
for a termite inspection. Earnest mon	ey deposit to be \$ 1,400.00	

This Offer Acknowledgement and Acceptance is an advisory document to include the following information for buyer's consideration and awareness:

- Buyer(s) minimum deposit requirement on all cash offers to be 10% of negotiated sales price or \$1,000 minimum;
   whichever is greater. All financed offers to be 1% of sales price or \$1,000 minimum, whichever is greater.
- Buyer(s) have 3 days to accept this offer. Buyer(s) agrees to immediately deliver to Seller/Seller's agent the signed (Urban Financial of America, LLC)
  Real Estate Purchase Addendum, the state Promulgated Real Estate Purchase Contract, Offer Acknowledgement and Acceptance and all required documents upon Buyer(s) signature thereon.
- Seller will not pay, reimburse nor credit Buyer(s) for FHA or other loan/financing costs or fees; nor pay for or credit any other costs, fees, surveys, home warranty plans, inspections or repairs unless otherwise stated as defined above.
- This Offer Acknowledgement and Acceptance cannot be extended or assigned without prior written approval from Seller. Seller will not provide financing. Property taxes shall be prorated to day of closing.
- It is understood between Buyer(s) and Seller that this property is being sold subject to (Urban Financial of America, LLC) requirements and HUD Guidelines.
- In the event that the appraisal upon which this Offer Acknowledgement and Acceptance is based expires, and Seller's
  new appraisal justifies that a higher contract price be charged for the subject property. Buyer(s) and Seller reserve the
  right to terminate this contract and have Earnest Money Deposit returned to the Buyer(s).
- In the event of a per diem charge, Buyer(s) authorizes Seller to debit their escrow deposit to cover those charges.

- Buyer has the right to inspect the property during the due diligence period. BUYERS ARE NOT ALLOWED TO COMPLETE INSPECTIONS PRIOR TO RECEIVING THE SELLER EXECUTED CONTRACT. Any utility connections must be connected in Listing or Selling Agent's name at buyer's expense. Utilities are only allowed during inspection period!
- Property is to be transferred by a Special Warranty Deed.
- BUYER, BUYER'S CONTRACTOR OR BUYER'S AGENT ARE NOT PERMITTED TO COMPLETE ANY REPAIRS PRIOR TO CLOSING! SHOULD BUYER COMPLETE REPAIRS PRIOR TO CLOSING BUYER FORFEITS ALL REPAIR COSTS INCURRED.
- Buyer(s) participating in a highest and best, multiple offers situation understand that any special consideration for concessions, repairs or switch from cash to financing may result in seller terminating this agreement and retaining buyer's Earnest Money Deposit.

Seller reserves the right to continue to market said property and accept any contract of Seller's choosing prior to Seller's written acceptance of client required addendums, Promulgated Real Estate Purchase Contract, Offer Acknowledgement and Acceptance and required documents.

## ALL CONTRACTS ARE TO BE UPLOADED INTO REOCENTRAL

The negotiated terms in this Offer Acknowledgement and Acceptance is subject to the terms and conditions set forth in the Fannie Mae Real Estate Purchase Addendum or the RMS REO Addendum.

Buyer Type:	Owner Occupant:	OR	Investor:		_
	agement Solutions, LLC (RMS) represeruyer type i.e. (owner or Investor).	nts many clien	its and buye	er(s) may be subject t	o a deed
Seller's signature herec acceptance and is not t	ement and Acceptance is accepted by to on. This Offer Acknowledgement and A o be contractual or legally binding nor in or the RMS REO Addendum.	cceptance will	serve only a	as an acknowledgem	ent of buver(s)
Acceptance: Buyer(s)	Acknowledges and Accepts above term			elpt thereof by signing	j below:
Buyer	/	Date /2-	7-7-		
Buyer		Date			
Acceptance: Seller Ac	knowledges and Accepts above terms a	and acknowled	lges receipt	thereof by signing be	elow:
Urban Financial of Ame	rica, LLC				
(8)		12/22	14		
Seller		Date			

Time is of the Essence! Therefore, submit your completed buyer(s) signed contract package.

#### **REO ADDENDUM**

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT: 1012 ROOT ROAD, LORAIN, OH 44052

#### PROPERTY ID: 1017017

- In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this
  Addendum shall apply and shall supersede and replace anything to the contrary.
- 2. Buyer(s) agrees that the title shall be conveyed by Special Warranty Deed.
- Buyer(s) further agrees for Buyer(s) Earnest Money Deposit is to be placed in a trust account of Seller's designated Title/Escrow/Closing entity within 2 business days of contract acceptance.
- 4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date on counter offer) and be approved within twenty-five (25) calendar days from the date of application, or the Contract shall become null and void at Seller's option.
- 5. It is understood between Buyer(s) and Seller that this property is being sold in "Where-Is", "As-Is" condition, at time of closing with no Seller representations or warranties, expressed or implied by Seller, our Client, Resnet or the local Listing Agent. If Buyer(s) lender requires repairs, they shall not be initiated until Close of Escrow.
- Property taxes shall be prorated to the day of closing.
- Seller agrees to termite report being ordered at buyer's expense; however, if evidence of active termite
  infestation is found. Seller agrees to treat said infestation at a cost acceptable to Seller. Seller shall not be
  responsible for any structural damage and/or repairs.
- 8. Occupancy of the Subject property shall not be permitted prior to closing
- 9. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum.
- 10. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of Foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or the existence of any defects. Personal property is not considered part of this Addendum.
- 11. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall survive the closing.
- Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.
- 13. Buyer(s) will acknowledge and execute REO Escrow Closing Disclosure for Buyers Choice.

Buyer(s):		Seller:	
1 /m/r	Date: 69 12/9/14		Date: 12/22/14
	Date:		

## REO Escrow/Closing Disclosure for Buyer's Choice

Property Address: 1012 ROOT ROAD, LORAIN, OH 44052 ("Property")

Buyer(s) - Ariston Investments LLC, hereby acknowledge the following terms in the Urban Financial of America, LLC ("Seller")

#### Real Estate Purchase Addendum:

(Buyer initials PD)

Seller acknowledges Buyer's right to choose the escrow/attorney/settlement closing company ("Settlement/Closing Company") and/or title insurance company ("Title Insurance Company") to issue title insurance for the Property, (collectively referred to as closing service providers).

If Buyer elects to choose Seller's designated Settlement/Closing Company and Title Insurance Company, the Buyer(s) and Seller agree each will pay one-half (1/2) of the total settlement fee charged by Seller's designated closing service providers and Seller shall pay the premium for the owners' policy of title insurance. Notwithstanding anything stated herein to the contrary Buyer hereby acknowledges and agrees Buyer shall be obligated to pay -including but not limited to, document preparation charges, loan tie in fees, overnight charges and wire fees.

Should the Buyer select a Settlement/Closing Company or Title Insurance Company provider other than the Seller's designated closing service providers Buyer shall pay all costs and charges charged by Buyer's choice closing service providers including those costs and charges customarily paid by the Seller. Buyer shall also pay the premium for the owner's policy of title insurance.

#### PLEASE INITIAL ONE OPTION:

Buyer agrees to use Seller's designated closing service providers. The Buyer(s) and Seller agree they each will pay one-half (1/2) of the settlement fee charged by Seller's designated closing service providers and Seller shall pay the premium for the owners' policy of title insurance. Notwithstanding anything stated herein to the contrary Buyer hereby acknowledges and agrees Buyer shall be obligated to pay including but not limited to document preparation charges, loan tie in fees, overnight charges and wire fees.

(Buyer's Agent initials:

<u></u>
Seller hereby agrees and acknowledges Buyer has the right to select the Settlement/Closing Company and Title insurance Company. In this regard the Buyer has selected its own Settlement/Closing Company and Title Insurance Company other than Seller's designated closing service providers therefore Buyer agrees as follows:
Buyer will pay ALL title insurance and settlement/closing fees, including those customarily paid by the Seller.

OB

(Buyer initials	(Buyer's Agent initials:)
Buyer Signature	Date /2-17-/4
Buyer Signature	Date
Selling/Buyer's Agent	Date 12-17-14

REO Case #:

Property SKey:

1017017

Property Address:

1012 ROOT ROAD, LORAIN, OH 44052

Code Violation Acknowledgment Disclosure ("Disclosure")

Purchaser and Purchaser's Agent acknowledge the possibility that there may be or are active unrecorded local County, City and/or other Municipal code violations with regard to the property being purchased under the applicable Agreement of Sale between the Purchaser and Seller referred to herein.

To the best of the Seller's knowledge the only Code Violation(s) on the subject property are attached as Exhibit A.

Purchaser acknowledges that Seller and/or its affiliates, agents and/or authorized representatives have not made and do not make any representations or warranties expressed or implied regarding the existence of any other Code Violation(s) and/or the condition of the Property.

Purchaser hereby accepts the Property "as is" with regard to any Code Violation(s), including the ones listed on Exhibit A, and shall not seek reimbursement from Seller and/or any of its affiliates, agents and/or authorized representatives for such Code Violations.

Purchaser hereby acknowledges that the Owner's Title Insurance policy and Lender's extended policy will not cover Code Violations, penalties, fees, or assessments which are not disclosed on/by the local public property's record as of the date of the policy of title insurance.

By executing below, Purchaser hereby waives any and all right to make any claim whatsoever for Code Violation(s), including the ones listed on Exhibit A, assessments or other matters affecting the Property against Seller, and/or any of its affiliates, agents or authorized representatives.

This Disclosure is hereby incorporated by this reference into the Agreement of Sale dated by and between Seller Urban Financial of America, LLC and Buyer Cariston Investments, LLC ("Agreement") and made a part thereof.

Notwithstanding anything stated in the Agreement to the contrary in the event there is a conflict between the terms and conditions of this Disclosure and the Agreement the terms and conditions of this Disclosure prevail and supersede said Agreement.



# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

BUYER The undersigned Ariston Investments LLC	C. offers to buy
1012 Root Rd Lora	ain Ohio 44052
City	, Ohio, Zip
03-00-046-118-027	d further described as being:
-ermanent Parcel No, and	1 Idiales decarated at said.
The property which BUYER accepts in its "AS IS"	PRESENT PHYSICAL CONDITION, shall include the land
singeress and severities at the standard severities and s	all huildings and fixtures. Including such of the following as
now on the property: all electrical, heating, plumbin	g and bathroom fixtures; all window and door shades, blir
awnings, screens, storm windows, curtain and drap	pery fixtures; all landscaping, disposal, TV antenna, rotor
control unit, shoke delectors, galeye cool opener(s The following items shall also remain: D satsilite (	s) and controls; all permanently attached carpet dish; U range and oven; U microwave; U kitchen refrigers
🖺 diehuseker 🖪 wester 🖺 druer 🚨 fadiatof covel	rs: Li window air conditioner: Li central eir conditioning; 🛶
will: 🔾 firenisce tools: 🔾 screen: 🔾 class doors an	id 🖸 prate: 🚨 all existing window treatments; 🚨 ceiling fet
□ wood burner stove inserts; □ gas logs; and □ wa	afer softener. Also included:
NOT included:	
namery offer upon BUYER's receipt of a signe	ndery offer. This secondary offer, if applicable, will become doubt of the release of the primary offer on or be the right to terminate this secondary offer at any time price.
DIVER's receipt of solid comy of the release of the	primary offer by delivering written notice to the SELLER of
SELLER's agent. BUYER shall deposit earnest mon	ey within four (4) days of becoming the primary offer.
PRICE BUYER shall pay the sum of	4 17,000.00
Payable as follows: Eamest money paid to Broker will be deposited in a	t non-
interest bearing trust account and credited ag	Bainst 4 400 00
Earnest money paid to Broker will be deposited in a interest bearing trust account and credited ag purchase price.	\$ 1,400.00
Check to be deposited immediately upon	ne ne
formation of a binding AGREEMENT, as de below on lines 231-238.	mag
2 Note to be redeemed within four (4) days	after
formation of a binding AGREEMENT, as de	efined
below on lines 231-238.	12,600,00
below on lines 231-238. Cash to be deposited in escrow	\$ <u>12,600.00</u>
Mortgage loan to be obtained by BUYER	3
CONVENTIONAL, D FHA, D VA, D OTHER	CASH OFFER***
FINANCING BUYER shall make a written applicat	tion for the above mortgage loan within
after acceptance and shall obtain a commitment f	for that loan on or about
despite BUYER's good faith efforts, that commitmen	nt has not been obtained, then this AGREEMENT shall be
and void. Upon signing of a mutual release by SELI to the BUYER without any further liability of either pa	LER and BUYER, the earnest money deposit shall be retur
	HIT IS UN VILLE OF IS SHOWN ON A CHEEKE.
Approved by CABOR, LoCAR, LCAR and GeCAR	12/12/14 DZ 12/12/14
Revised May 1, 2000	

43 44 45 46	NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
47 48 49	CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before 3 WEEKS OR LESS, and title shall be transferred on or about 3 WEEKS OR LESS
50 51 52 53 54	POSSESSION SELLER shall deliver possession to BUYER on
55 56 57 58 59 60	FITTLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or liduclary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from SELLERS CHOICE
61 62 63 64 65 66	(little company — If BUYER has a preference) In the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrentzed, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.
68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	PRORATIONS  General taxes, annual maintenance fees, subdivision charges, special assessments, cily and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available fax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
86 87	in the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), IN BUYER IS SELLER agrees to pay the amount of such recoupment.
92 93 94	CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow; a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, () one-half of the escrow and g) other
	Approved by CABOR, LoCAR, LCAR, GeCAR, Medical BOR and the Cryshoga County Bas Association Revised May 1, 2000 Fage 2 of 6  SELLER'S INITIALS AND DATE  DUYER'S INITIALS AND DATE  O Foun 100.

96 97 98		chever SELLE ÆR.	is later. The escrow agent shall withhold \$f :R's final water and sewer bills. Tenant security deposits, if any, s	rom the pro shall be cre	ceeds due SELLER for dited in escrow to the
99	BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the				
100	escr	row fee	b) one-half the cost of insuring premiums for Owners Fee Policy	of Title Insi	irance; c) all recording
101	fees	s for the	e deed and any mortgage, and d) other		
102		<del></del>	. BUYER shall secu	ıre new insı	rance on the property.
103 104 105 106	BU	YER W	cknowledges the availability of a LIMITED HOME WARRANTY PRINCH ID will not be provided at a cost of \$ char closing. SELLER and BUYER acknowledge that this LIMITED HOMI pre-existing defects in the property. Broker may receive a fee from the	rged to □ \$. E WARRAN	ELLER II BUYER from TY PROGRAM will not
107 108	G 1 Seti	The SE	ELLER(s) hereby authorize and instruct the escrow agent to send a t Statement to the Brokers listed on this AGREEMENT promptly after	a copy of the closing.	neir fully signed HUD1
109 110	년 7 Sett	The BL	JYER(s) hereby authorize and instruct the escrow agent to send a t Statement to the Brokers listed on this AGREEMENT promptly after	a copy of ti r closing.	neir fully signed HUD1
111 112 113 114 115 116 117 118	INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all tiability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors regarding the condition and systems of the property.				
121 122	INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.				
123 124 125	not	indicat	(initials) BUYER elects to waive each professionated "YES." Any failure by BUYER to perform any inspection indicate and shall be deemed absolute acceptance of the Property by BUYER	d "YES" he	rein is a waiver of such
26		oice	Inspection		kpense
27	Yes	No	•	BUYER's	SELLER's
128		2	GENERAL HOME days from formation of AGREEMENT		a
29			SEPTIC SYSTEM days from formation of AGREEMENT		٥
130			WATER POTABILITY days from formation of AGREEME		B
131			WELL FLOW RATE days from formation of AGREEMEN		
132		2	RADON days from formation of AGREEMENT	<b>a</b> •	<u> </u>
133	_	2	OTHER days from formation of AGREEMENT		0
134		_			
135	Afte	er each	inspection requested, BUYER shall have three (3) days to elect or	ne of the fol	lowing: a) Remove the
136 137 138 139	insp the the at \$	proper SELLE SELLE	contingency and accept the property in its "AS IS" PRESENT PHY ty subject to SELLER agreeing to have specific items, that were either it is report, repaired by a qualified or expense; or c) Terminate this AGREEMENT if written inspection previously disclosed in writing by the SELLER and any cooperation.	SICAL CO er previously contractor in on report(s)	NDITION; or b) Accept disclosed in writing by a professional manner identify material latent
141			perty is accepted in its "AS IS" PRESENT PHYSICAL CONDIT		
142	Appro Revis		nt To Purchase AGREEMENT removing the inspection contingency of ABOR, Locar, Locar, Organ, Medina BOR and the Cuyshoga County Bar Association 1, 2000  SELLER'S INITIALS AND DATE  BUYER'S INITIALS	107	t La

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

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

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

Ves No

LEAD BASED PAINT BUYER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk

deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.

BUYER may remove this right of inspection at any time without SELLER's consent.

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

Approved by CABOR, LoCAR, LCAR, GeCAR, Medine BOR and the Cuyahoga County Bar Association Revised May I. 2000
Page 4 or 6

SELLER'S INITIALS AND DATE
BUYER'S INITIALS AND DATE

197 198 199 200 201 202 203	CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
204 205	BUYER O HAS (BUYER's Initials) received a copy of the Residential Property Disclosure Form signed by SELLER on (date) prior to writing this offer.
206 207 208 209	BUYER © HAS
2!0 2!1 2!2 2:3 2!4 2:5 2:6	SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities, SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have ( ) days after receipt by BUYER of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party.
217 218 219 220 221 222 223 224 225	REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their agents have no obligation to verify or investigate the Information provided by the SELLER on that form, BUYER thereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE
226	
227 228 229 230	DAMAGE If any building or other Improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transection or may terminate this AGREEMENT and receive the return of all deposits made. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.
231 232 233 234 235 236 237 238	BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addendalisted below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance, For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract, if you have any questions of law, consult your attorney.
239 240 241 242 243	ADDENDA! The additional terms and conditions in the attached addenda  Agency Disclosure Form  Residential Property Disclosure Form  VA  FHA  FHA Home Inspection Notice  Condo  House Sale Contingency Addendum  House Sale Concurrency Addendum  Lead Based Paint  Other  are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the nurchase AGREEMENT.

Approved by CABOR, LoCAR, LCAR and GcCAR
Revised May 1, 2000
Face 3 of 6

SELLER'S INITIALS AND DATE

O Form 100

244	x / 4/2 -	-> 30628 DETROTT A. 1. Swite	205
245	(BUYER) Ariston Investments	-> 30628 ASTRUTT A. I. Switz LIBODRESS AND ZIP CODE) WEST	KE, OH 49145
246		(Pridates also a	12/12/14
247	(BUYER)	> (PHONE NO.)	(DATE)
24B	DEPOSIT RECEIPT Receipt is	hereby acknowledged, of \$1,400.00	☐ Check ☑ note, earnest money.
249	subject to terms of the above off	er.	
	P. DAVID STEVINE	DEALTY TOLICT SEDVICE	S
250	·	Office: REALTY TRUST SERVICE	
251		pts the above offer and irrevocably instruc	
252		mission of	
253			
254		•	
255			
256	purchase price to		(Broker)
257			(Address)
258	as the sole procuring agents in t	his transaction. 5222 Cypress Creek Pkwy	
	0	Suite 100 Houston, TX 77069	
259	(18		
260	(SELLER)	(ADDRESS AND ZIP CODE)	
261		281219-1251	12/22/14
262	(PRINT SELLER'S NAME)	281-719-1751 (PHONE NO.)	(DATE)
	•		
263			•
264	(SELLER)	(ADDRESS AND ZIP CODE	
265			
266	(PRINT SELLER'S NAME)	(PHONE NO.)	(DATE)
		•	(m. v. m.)
267	The following information is pro	vided solely for the Multiple Listing Services	tise and will be completed by the
268	Brokers or their agents and is no	t part of the terms of the Purchase AGREEM	NT.
269	Multiple Listing Information		
270	WILLIAM L. HENDRICKS	234198	
271	(Listing agent name)	(Listing agent license #)	
	PUPPY REALTY		
272 273	(Listing broker name)	9337 - (Listing broker office #)	
4/3			
274	DAVID STEVOFF	2013000979	
275	(Selling agent name)	(Selling agent license #)	
276	REALTY TRUST SERVICES		
277	(Setting broker name)	(Selling broker office #)	

Approved by CAHOR, LoCAR, LCAR and GcCAR Revised May 1, 2000 Page 6 of 6

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# 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.

Ariston Investments LLC	J.	0.5		
Name	(Please Print)	Name	(Please Print)	
X m	12/12/14			
S/gnature	Date /	Signature	Date	

1012 Root Rd Lorain Ohio 44052



## 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: 1012 Root Rd Lorain Ohio 44052 Buyer(s): Ariston Investments LLC. Soller(s): JEBAN FINANCIA OF AMERICA, LIC I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES The buyer will be represented by David Stevoff The seller will be represented by William L. Hendricks Jr. and Puppy Realty 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 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. D Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents 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 D 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. BUYERTENANT Ariston Investments LLC. BUYER/TENANT SELLER/LANDLORD

## 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, 20<sup>th</sup> Floor
Columbus, OH 43215-6133
(614) 466-4100





Date: 12/01/2014

Phillip Zollos 3302 Waterford Way Avon, OH 44011

Re: Z128367

To Whom It May Concern:

Please be advised that Equity Trust Company is the Individual Retirement Account (IRA) custodian for the above referenced self directed Traditional IRA.

As of the date of this correspondence:

Account Owner: Phillip Zollos

Has cash available for investment: \$9.628.87

If you have any further questions, please contact your First Class Service Representative at: 1-877-693-8203.

Sincerely,

**Equity Trust Company** 

Equity Trust Company Custodian FBO Phillip Zollos Traditional IRA.

## Account Summary

Welcome, PHILLIP D ZOLLOS

Monday, December 1, 2014

Account Activity **Account Summary**  Account Statements & Documents

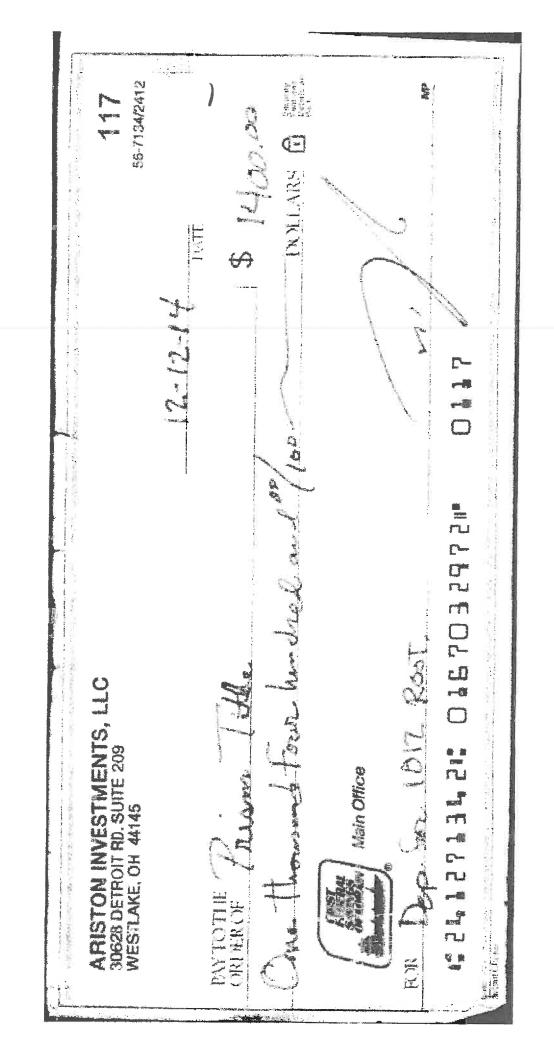
Account 5/3 RELATIONSHIP SAVINGS / (X9270) V

Account Name: 5/3 RELATIONSHIP SAVINGS Balance as of 11/28/2014: \$8,266.74 Account Number: X9270 Available Balance: \$8,266.74

Account Profile		Interest Details	
Last Statement Beginning Balance	\$5,483.48	Interest Earned Since Last Statement Period	\$0.01
Last Statement Ending Balance	\$6,918.29	Interest Earned Last Statement Period	\$0.20
Last Statement Beginning Date	10/30/2014	Interest Earned in 2014	\$3.54
Last Statement Ending Date	11/25/2014	Interest Earned in 2013	\$15.70
Date Account Opened	10/30/2003		

## Disclosure/Error Resolution

Copyright © 2014 Fifth Third Bank, Member FDIC, 🚖 Equal Housing Lender, All Rights Reserved Contact Us | Service Center | Help | FADE | Privacy & Security



## Request for Utility Activation

	REFERENCE	UTILITY REQUE	ST (Initial or Check one	of the following)	
	PID or SKEY	Inspection	Appraisal	Both	
W	e must receive a	signed, completed	copy of this form at a	least 3 business	
			of inspection!!!!!!!		
Propert	y Address: 1012	trend id Lan	n CH HYRSE		
		los Investments	LLC.		
Selling	Agent's Name: Ua	vid Stevets			
			ng Agent's Fax # 966-6		
the utili	ties at the above listed	property for the purpose of	ing the Purchaser(s) and the conducting a "Home Inspecti lities and granted for a period	ion" and /or a "Systems	\$
		under this approval request.		ox ap so to outside a	wy = 0.000 mm
our Pro		endor must be present at	gent's name. The Purchase the time of buyer's inspection		
damage above li Purchas	s and losses they may sted property and cond or and the Selling Age	suffer as a result of the Purc lucting a "Home Inspection" nt also agree to assume full	rvation Vendor harmless from haser and/or the Selling Ager " and /or a "Systems Check" of responsibility for any costs at on" and /or a "Systems Check	nt activating the utilitie of the above listed prop nd/or damages incurred	s at the perty. The I in
The Pura copy	chaser(s) and the Selli	ng Agent hereby agree to the talong with this agreement NO	e terms of this Utilities Active to the utility company. Buye	ation Request and agre er desires utilities on (	e to provide mark one):
Purchas	projeti.	Date	Purchaser	Date	
A.		12-12-4	a ga trascopia	Date	
Selling	Agent	Date			
Inspect	or's Name/Contact It	formation	Date/	Time of Inspection	
1	1 BATTOM			15-14	
Asset M	lanager Signature (A)	proval of Utilities)	10	Date	
Denial :	to activate utilities for	reasons listed below:			
Asset M	anager Signature (Der	dal of Utilities)		Date	

## What to Expect on Inspection Day

On Inspection day a licensed contractor from NFN (National Field Network), our Property Preservation Partner, will manage the Purchaser's contractor to ensure the collateral is protected. They will not introduce water into the home as this will be the responsibility of the contractor employed by the Purchaser. NFN's Contractor will remain at the home until the Purchaser's inspection is complete and will ensure all utilities have been turned off, re-winterize if necessary and secure the home.

The Selling Agent or Listing Agent will be responsible for insuring all utilities have been disconnected! Any additional inspections outside of the due diligence period will require Asset Management approval and will need to be accompanied by a NFN's Licensed Contractor if utilities are required.

Should you need to reschedule, cancel or escalate a hazard issue the Purchaser's Agent will need to email NFN at <a href="mailto:rmsamqc@nationalfieldnetwork.com">rmsamqc@nationalfieldnetwork.com</a> and you must copy the Listing Agent who will be responsible for escalating to the Asset Manager.

\*\*\*It is preferred that all inspections are scheduled Monday – Friday. However, weekend inspections are acceptable with the contingency that all utilities are operable and all parties have confirmed attendance by end of business the Friday before inspection \*\*\*

DATE: 12/20/2007 DOCUMENT ID 200735302544

DESCRIPTION ARTICLES OF ORGANIZATION/DOM. LLC (LCA)

FILING 125.00 EXPED .00 PENALTY .00 CERT

COPY

Receipt

This is not a bill. Please do not remit payment.

PHILLIP D. ZOLLOS
30628 DETROIT RD., SUITE 208
WESTLAKE, OH 44145

## STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1746561

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

ARISTON INVESTMENTS LLC

and, that said business records show the filing and recording of:

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200735302544



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 14th day of December, A.D. 2007.

Ohio Secretary of State



## Prescribed by !

The Ohio Secretary of State Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

e-mail: busserv@sos.state.ch.us

Expedite this Form: paner one)

Mail Form to gam of the Following:

PO Box 1380

Columbus, OH 43216

PO Box 870

Columbus, OH 43218

## ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign) Filing Fee \$125,00

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Complete the information	in this section if box (1) i	s checked Cont.		
	ORIGINA	L APPOINTMENT (	OF AGENT	
The undersigned authoriz	ed member, manager or	representative of		
	ARISTON INVE	SIMENTS LIC		
	(norme c	of timbed hability company)		<del>,</del>
hereby appoint the following statute to be served upon	the limited liability comp	upon whom any process, nearly may be served. The ne	office or demand requirement and address of the	ired or permitted by na agent is:
	(Nama of Agent)	D. Zous		W-4-1
ł	(Nama of Agent)			
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		Authorized Representative	e	Date
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	ARISTON	TANEST PRATS	UC	
	(dama)	limited liability company)		_
hereby acknowledges and	accepts the appointmen	t of agent for said limited lia	bility Company.	
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	4	(Agent's signal)	ee)	

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

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Last Ravised: May 2002

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