

11

Signer Approval: _____ Specialist's Review: 12/23/14

CONTRACT COVER SHEET

AM NAME: Kelly Bloom DATE TO AMN: _____ PID/SKEY: 1017017

OFFER ACCEPTED: 12-17-14 MT EXP: 4-30-15 DATE CLAIM FILED: N/A

CLIENT NAME: Urban Financial of America LLC REO/LOAN #: N/A

BUYER(S): Ariston Investments, LLC

ADDRESS: 1012 Root Rd., Lorain, OH 44052

APP EXP DATE: 3-11-15 APP VALUE: 14,000 CURRENT LP: 14,000

EARNEST MONEY DEPOSIT:		\$ <u>1,400</u>
SALES PRICE:		\$ <u>14,000</u>
RMS REFERRAL FEE:	+(0%)	\$ <u>140.</u>
LISTING COMMISSION:	+(2.5%)	\$ <u>350.</u>
SELLING COMMISSION:	+(2.5%)	\$ <u>350.</u>
TOTAL COMMISSION:		\$ <u>840.</u>

Please Check Included Documents:

CLOSING DATE: 1-15-15

- Offer Acknowledgement Missing LLC papers
- REPA (dated 10/07/14) / REO Addendum
- REO Escrow/Closing Disclosure for Buyer's Choice
- State Contract
- State Addendums
- Owner Occupant / Multiple Offer (if applicable)
- Lead Based Paint Disclosure (for properties built prior to 1978) 1980
- Proof of Funds and/or Pre-Approval Letter/ LLC or Trustee Verification Missing
- Copy of Earnest Money Check Missing
- Utility Activation: YES NO Date/Time: _____

Please Indicate The Correct Responses Below:

Multiple Offers: No Client Pd. Closing Costs: \$ _____
 Financing Type: Cash Buyer Type: Owner Investor
 BTSA: \$ _____ Closing Company: Seller's Choice

SIGNER'S CORRECTIONS/COMMENTS: Buyer name State Contract
Missing "C"
turns out it is Ariston.

OFFER ACKNOWLEDGMENT AND ACCEPTANCE – 65853

Reference is made to the Real Estate Purchase Contract, Real Estate Purchase Addendum, or the RMS REO Addendum dated 12/17/2014 pertaining to the Real Property known as 1012 ROOT ROAD
LORAIN, OH 44052 made between
Ariston Investments LLC

hereafter referred to as "Buyer", and Urban Financial of America, LLC "Seller".

Your offer has been approved by REO Management Solutions, LLC(RMS) on behalf of Urban Financial of America, LLC and is subject to (Urban Financial of America, LLC) final approval. The terms of the transaction are as follows: Sales price is to be \$ (14,000.00) Sale is to close on or (60) calendar days for financing and (30) days for cash from date of Seller's signed acceptance of the Fannie Mae Real Estate Purchase Addendum or the RMS REO Addendum and the Offer Acknowledgement and Acceptance. Buyer agrees to pay a \$ () per diem for each day the closing is extended if the transaction does not close as stated above by no fault of the Seller. If an extension is requested by Buyer a non-refundable deposit may be required. Buyer(s) to complete all inspections within 10 calendar 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 buyer up to \$ in closing costs. Seller to credit buyer up to \$ for a home warranty. Seller to credit buyer up to \$ for an inspection fee. Seller to credit buyer up to \$ for a survey fee. Seller to credit buyer up to \$ for a termite inspection. Earnest money 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

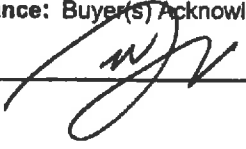
The negotiated terms in this Offer Acknowledgement and Acceptance is subject to the terms and conditions set forth in the Fannie Mae Real Estate Purchase Addendum or the RMS REO Addendum.

Buyer Type: Owner Occupant: _____ OR Investor: _____

Please note REO Management Solutions, LLC (RMS) represents many clients and buyer(s) may be subject to a deed restrictions based on buyer type i.e. (owner or investor).

This Offer Acknowledgement and Acceptance is accepted by the Buyer(s) and the Seller, as evidenced by Buyer(s) and Seller's signature hereon. This Offer Acknowledgement and Acceptance will serve only as an acknowledgement of buyer(s) acceptance and is not to be contractual or legally binding nor intended to supersede the Fannie Mae REPA (Real Estate Purchase Addendum) or the RMS REO Addendum.


Acceptance: Buyer(s) Acknowledges and Accepts above terms and acknowledges receipt thereof by signing below:

Buyer  _____ Date 12-17-14 _____

Buyer _____ Date _____

Acceptance: Seller Acknowledges and Accepts above terms and acknowledges receipt thereof by signing below:

Urban Financial of America, LLC

 _____ Date 12/22/14 _____

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

REO ADDENDUM

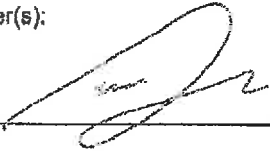
THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

1012 ROOT ROAD, LORAIN, OH 44052

PROPERTY ID: 1017017

1. 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.
3. 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.
6. Property taxes shall be prorated to the day of closing.
7. 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.
12. 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):

X 

Date: 12/9/14

Seller:



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:

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 initials PLZ / _____)

(Buyer's Agent initials: D.S.)

OR

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.

(Buyer initials _____ / _____)

(Buyer's Agent initials: _____)

Buyer Signature

Date

12-17-14

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.

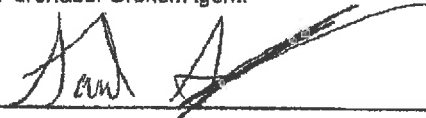
Agreed and accepted this 9 day of DEC., 2014

Purchaser:

Purchaser:

X 

Purchaser Broker/Agent:





PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Ariston Investments LLC. offers to buy the
2 PROPERTY located at 1012 Root Rd Lorain Ohio 44052
3 City _____, Ohio, Zip _____
4 Permanent Parcel No. 03-00-046-118-027, and further described as being:
5 _____

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: [] satellite dish; [] range and oven; [] microwave; [] kitchen refrigerator;
12 [] dishwasher; [] washer; [] dryer; [] radiator covers; [] window air conditioner; [] central air conditioning; [] gas
13 grill; [] fireplace tools; [] screen; [] glass doors and [] grate; [] all existing window treatments; [] ceiling fan(s);
14 [] wood burner stove inserts; [] gas logs; and [] water softener. Also included: _____
15 _____
16 NOT included: _____
17 _____

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

23 PRICE BUYER shall pay the sum of \$ 14,000.00
24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 1,400.00
28 [] Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.
31 [X] Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.
34 Cash to be deposited in escrow \$ 12,600.00
35 Mortgage loan to be obtained by BUYER \$ _____
36 [] CONVENTIONAL, [] FHA, [] VA, [] OTHER ***CASH OFFER***
37 _____

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

Approved by CABOR, LoCAR, LCAR and GeCAR
Revised May 1, 2000
Page 1 of 6
SELLER'S INITIALS AND DATE BUYER'S INITIALS AND DATE © Form 100

96 whichever is later. The escrow agent shall withhold \$ _____ 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 HUD1
 108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

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

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

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

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

Choice	Inspection		Expense	
Yes	No		BUYER's	SELLER's
<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Approved by CABOR, LoCAR, LCAR, CoCAR, Medina BOR and the Cuyahoga County Bar Association
 Revised May 1, 2009
 Page 3 of 6

 SELLER'S INITIALS AND DATE

 BUYER'S INITIALS AND DATE
 © Form 100

244
245

X [Signature] --> 30628 Detroit Rd. Suite 209
(BUYER) Ariston Investments LLC (ADDRESS AND ZIP CODE) WESTLAKE, OH 44145

246
247

--> (BUYER) (PHONE NO.) --> 12/12/14 (DATE)

248
249

DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$ 1,400.00 check note, earnest money, subject to terms of the above offer.

250

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

251

ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from

252

SELLER's escrow funds a commission of _____ percent (2.5 %)

253

of the purchase price to _____ (Broker)

254

_____ (Address)

255

and _____ percent (____ %) of the

256

purchase price to _____ (Broker)

257

_____ (Address)

258

as the sole procuring agents in this transaction.

5222 Cypress Creek Pkwy
Suite 100
Houston, TX 77069

259
260

[Signature]
(SELLER) (ADDRESS AND ZIP CODE)

261
262

281719-1751 12/22/14
(PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263
264

(SELLER) (ADDRESS AND ZIP CODE)

265
266

(PRINT SELLER'S NAME) (PHONE NO.) (DATE)

267
268

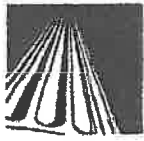
The following information is provided solely for the Multiple Listing Services' use and will be completed by the Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

269

Multiple Listing Information	
270	<u>WILLIAM L. HENDRICKS</u> <u>234198</u>
271	(Listing agent name) (Listing agent license #)
272	<u>PUPPY REALTY</u> <u>9337</u>
273	(Listing broker name) (Listing broker office #)
274	<u>DAVID STEVOFF</u> <u>2013000979</u>
275	(Selling agent name) (Selling agent license #)
276	<u>REALTY TRUST SERVICES</u> <u>9165</u>
277	(Selling broker name) (Selling broker office #)

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

© Form 100



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services

Realty Trust Services does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.


Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Ariston Investments LLC.

Name (Please Print)

Name (Please Print)

X  Date 12/12/14

 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.

Seller(s): URBAN FINANCIAL OF AMERICA, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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

The seller will be represented by William L. Hendricks Jr., and Puppy Realty
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] 12/12/14
BUYER/TENANT Ariston Investments LLC. DATE

[Signature] 12/22/14
SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





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)**

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

Last Statement Beginning Balance	\$5,483.48
Last Statement Ending Balance	\$6,918.29
Last Statement Beginning Date	10/30/2014
Last Statement Ending Date	11/25/2014
Date Account Opened	10/30/2003

Interest Details

Interest Earned Since Last Statement Period	\$0.01
Interest Earned Last Statement Period	\$0.20
Interest Earned in 2014	\$3.54
Interest Earned in 2013	\$15.70

[Disclosure/Error Resolution](#)

Copyright © 2014 Fifth Third Bank, Member FDIC, Equal Housing Lender, All Rights Reserved
[Contact Us](#) | [Service Center](#) | [Help](#) | [FAQs](#) | [Privacy & Security](#)

ARISTON INVESTMENTS, LLC
30628 DETROIT RD. SUITE 209
WESTLAKE, OH 44145

117

55-7134/2412

12-12-14

DATE

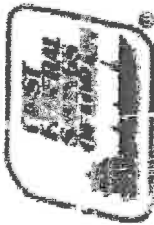
PAY TO THE
ORDER OF

Prisma Title

\$ 1400.00

DOLLARS

ARISTON INVESTMENTS, LLC



Main Office

FOR Dep. Sec. 1017 Root

[Handwritten Signature]

⑆ 24 127 134 21⑆ 016703297211⑆

0117

MP

Request for Utility Activation

REFERENCE PID or SKEY	UTILITY REQUEST (Initial or Check one of the following)		
	Inspection	Appraisal	Both

We must receive a signed, completed copy of this form at least 3 business days prior to the date of inspection!!!!!!

Property Address: 1012 Pent of Lavin CH 44052

Purchaser's Name: Arbiter Investments LLC.

Selling Agent's Name: David Stevoff

Selling Agent's Phone #: 440-522-4402 Selling Agent's Fax # 866-632-9006

RMS (REO Management Solutions, LLC) is hereby granting the Purchaser(s) and the Selling Agent approval to activate the utilities at the above listed property for the purpose of conducting a "Home Inspection" and/or a "Systems Check." This approval is only for inspections requiring utilities and granted for a period of up to 10 calendar days from the date the utilities are activated under this approval request.

Note: Utilities must be connected in selling or listing agent's name. The Purchaser(s) and/or Selling Agent and our Property Preservation Vendor must be present at the time of buyer's inspection. Remember to turn off all utilities when inspection is completed!

The Purchaser agrees to hold RMS and its Property Preservation Vendor harmless from any and all actual out of pocket damages and losses they may suffer as a result of the Purchaser and/or the Selling Agent activating the utilities at the above listed property and conducting a "Home Inspection" and/or a "Systems Check" of the above listed property. The Purchaser and the Selling Agent also agree to assume full responsibility for any costs and/or damages incurred in activating the utilities and completing the "Home Inspection" and/or a "Systems Check" at the above listed property.

The Purchaser(s) and the Selling Agent hereby agree to the terms of this Utilities Activation Request and agree to provide a copy of the accepted contract along with this agreement to the utility company. **Buyer desires utilities on (mark one):**

YES NO

[Signature] 12/12/14 _____
Purchaser Date Purchaser Date

[Signature] 12-12-14 _____
Selling Agent Date

Inspector's Name/Contact Information _____ Date/Time of Inspection _____

Key Bolton 12-15-14
Asset Manager Signature (Approval of Utilities) Date

Denial to activate utilities for reasons listed below:

Asset Manager Signature (Denial 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 rmsamgc@nationalfieldnetwork.com 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:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/20/2007	200735302544	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

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: business@sos.state.oh.us

Expedite this Form: (select one)	
Mail Form to one of the Following:	
<input checked="" type="checkbox"/> Yes	PO Box 1590 Columbus, OH 43216 <small>** Requires an additional fee of \$99 **</small>
<input type="checkbox"/> No	PO Box 670 Columbus, OH 43216

**ORGANIZATION / REGISTRATION OF
LIMITED LIABILITY COMPANY**
(Domestic or Foreign)
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (118-LCA) ORC 1705	(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (108-LFA) ORC 1705
(Date of Formation)	(State)

Complete the general information in this section for the box checked above.

Name ARISTON INVESTMENTS LLC

Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.L.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) 12-5-07 Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

This limited liability company shall exist for PERPETUAL
(Optional) (Period of existence)

Purpose (Optional) FOR PURPOSE OF BUSINESS INVESTMENT AND
ASSET PROTECTION AND OTHER BUSINESS INTERESTS

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional) ARISTON INVESTMENTS LLC
(Name)
30628 DETROIT RD. SUITE 209
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

WESTLAKE OH 44115
(City) (State) (Zip Code)

Complete the information in this section if box (3) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

ARIZON INVESTMENTS LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Phillip D. Follis
(Name of Agent)
30628 DETROIT PK. SUITE 209
(Street) NOTE: P.O. Box Addresses are NOT acceptable.
Westlake Ohio 44145
(City) (State) (Zip Code)

Must be authenticated by an authorized representative

MARIEEN M. FOLLIS
Authorized Representative 12/1/07
Date

Authorized Representative Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

ARIZON INVESTMENTS LLC
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

[Signature]
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if "None" is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:

(Name) _____
 (Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**
 (City) _____ (State) _____ (Zip Code) _____

The name under which the foreign limited liability company desires to transact business in Ohio is:

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

(Name) _____
 (Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**
 (City) _____ **Ohio** _____ (State) _____ (Zip Code) _____

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- the agent cannot be found; or
- the limited liability company fails to designate another agent when required to do so; or
- the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
 Must be authenticated (signed)
 by an authorized representative
 (See instructions)

 Authorized Representative Date: 12/20/07
 Phillip Zallas
 (Print Name)

 Authorized Representative Date: _____

 (Print Name)