



FAX (216) (216) 619-1087  
LUCY

John Laut 257-822-5456



# 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: 1932-34 W 48th St, Cleveland, OH 44102-3437

Buyer(s): Community Restoration Group, LLC and/or assigns

Seller(s): John & Judy Laut

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Sergio D Picciuto AGENT(S) and Realty Trust Services BROKERAGE

The seller will be represented by Lucy Oliver AGENT(S) and Progressive Urban Real. 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.

Community Restoration Group, LLC

BUYER/TENANT Community Restoration Group, LLC DATE

BUYER/TENANT and/or assigns DATE

SELLER/LANDLORD

SELLER/LANDLORD

9/25/14 ←  
DATE

9/25/14 ←  
DATE



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Community Restoration Group, LLC and/or assigns offers to buy the
2 PROPERTY located at 1932-34 W 48th St, Cleveland, OH 44102-3437
3 City \_\_\_\_\_, Ohio, Zip \_\_\_\_\_
4 Permanent Parcel No. 002-34-062 & 002-34-063 and further described as being: a SFD and a vacant lot
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 as per MLS # 3644100

16 NOT Included: \_\_\_\_\_
17 \_\_\_\_\_

18 SECONDARY OFFER This [ ] is [X] 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 \$ ~~50,000.00~~ 35,000.00
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. \$ 500.00
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. \$ ~~49,500.00~~ 34,500.00
34 Cash to be deposited in escrow \$ ZERO
35 Mortgage loan to be obtained by BUYER \$ \_\_\_\_\_
36 [ ] CONVENTIONAL, [ ] FHA, [ ] VA, [X] OTHER CASH \_\_\_\_\_
37 \_\_\_\_\_

Handwritten signatures and initials, including 'CRG' and 'J.D.' with arrows pointing to specific sections.

38 FINANCING BUYER shall make a written application for the above mortgage loan within N/A days
39 after acceptance and shall obtain a commitment for that loan on or about N/A 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

Handwritten signature and date: J.D. 9/25/14
SELLER'S INITIALS AND DATE

Handwritten signature and date: CRG
BUYER'S INITIALS AND DATE

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

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
 48 with the lending institution or escrow company on or before 30 days from acceptance and title shall be  
 49 transferred on or about 30 days from acceptance.

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

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
 56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
 57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and  
 58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,  
 59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an  
 60 Owner's Fee Policy of Title Insurance from Innovative Title - Shonda Holcomb - 216-635-0870 - shonda@123innovative.com  
 61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring  
 62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an  
 63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have  
 64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to  
 65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
 66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and  
 67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

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

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

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

Approved by CABOR, LuCAR, LCAR, G-CAR, Medina BOR and the Cuyahoga County Bar Association  
 Revised May 1, 2000  
 Page 2 of 6

SELLER'S INITIALS AND DATE  
 [Signature] 9/25/14

BUYER'S INITIALS AND DATE  
 [Signature] 9/25/14

Received Time: Sep. 25, 2014, 1:06 PM  
 1032-3477, 11.1, 06 PM, eland, OH 44102-3437

96 whichever is later. The escrow agent shall withhold \$ 750.00 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 FHA/VA DO NOT  
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** <sup>CRG</sup> (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
128	<input type="checkbox"/>	<input checked="" type="checkbox"/> GENERAL HOME <u>10</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input type="checkbox"/>	<input checked="" type="checkbox"/> OTHER <u>10</u> days from formation of AGREEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134	<u>review and approval of city POS , ARB's if applicable &amp; zoning of vacant lot for R 2</u>			

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, LCAAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association  
 Revised May 1, 2000  
 Page 3 of 6  
 \_\_\_\_\_  
 SELLER'S INITIALS AND DATE  
 \_\_\_\_\_  
 BUYER'S INITIALS AND DATE  
 © Form 100

Once accepted, buyer has the right to gain access to show the property to contractors sub trades for bid and materials estimates.

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

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

157 Yes No  
 158   **PESTWOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be  
 159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's  
 160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If  
 161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the  
 162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a  
 163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in  
 164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE  BUYER  
 165 OR  SELLER (unless FHA/VA regulations prohibit payment of inspection by BUYER, in which case SELLER  
 166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No  
 168   **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the  
 169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at  
 170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is  
 171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"  
 172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their  
 173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the  
 174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately  
 175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to  
 176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of  
 177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the  
 178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the  
 179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk  
 180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct  
 181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.  
 182 BUYER may remove this right of inspection at any time without SELLER's consent.

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

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

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

Approved by CABOR, LoCAR, LCAR, GeCAR, Median BOR and the Cuyahoga County Board of Revision  
 Revised May 1, 2008  
 Page 4 of 6

SELLER'S INITIALS AND DATE CRG 9/25/14  
 BUYER'S INITIALS AND DATE CRG 9/25/14

© Form 100

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

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

206 BUYER  HAS NOT CRG (BUYER's initials) received a copy of the Residential Property  
 207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and  
 208 BUYER's review and approval of the information contained on the disclosure form within 7 \_\_\_\_\_ days from  
 209 receipt.

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

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

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

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

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

Approved by CABOR, LoCAR, LCAR and GeoCAR  
 Revised May 1, 2000  
 Page 5 of 6

CRG  
 SELLER'S INITIALS AND DATE  
J.S. 9/25/14

CRG  
 BUYER'S INITIALS AND DATE

Form 100

244 Community Restoration Group LLC  
 245 Community Restoration Group LLC (Buyer) (BUYER) Community Restoration Group LLC (ADDRESS AND ZIP CODE)

Community Restoration Group LLC  
 Community Restoration Group, LLC (Sep 25, 2014)

246 \_\_\_\_\_ (DATE)  
 247 (BUYER) and/or assigns \_\_\_\_\_ (PHONE NO.)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 500.00  check  note, earnest money,  
 249 subject to terms of the above offer.

250 By: Sergio Picciuto Office: REALTY TRUST SERVICES Phone: 216-926-0135

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
 252 SELLER's escrow funds a commission of three and one half percent (3.5 %)  
 253 of the purchase price to Progressive Urban Real Estate (Broker)  
 254 4001 Detroit Ave, Cleveland, Ohio 44113 (Address)  
 255 and as per MLS \_\_\_\_\_ percent (3.5 %) of the  
 256 purchase price to Realty Trust Services (Broker)  
 257 43215 Cooper Foster Park, Road Suite 1, Lorain, OH 44053 (Address)  
 258 as the sole procuring agents in this transaction.

259 J. Laut 7065 SLEEPY HOLLOW RD 17112  
 260 (SELLER) (ADDRESS AND ZIP CODE) HARRISBURG, PA

261 JOHN LAUT (239) 822-5956 9/25/14  
 262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 J. Laut 7065 SLEEPY HOLLOW RD  
 264 (SELLER) (ADDRESS AND ZIP CODE) HARRISBURG, PA. 17112

265 JUDY LAUT 9/25/14  
 266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

269 Multiple Listing Information

270 (Listing agent name)	271 (Listing agent license #)
272 (Listing broker name)	273 (Listing broker office #)
274 <u>Sergo D Picciuto</u>	<u>2011000511</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)

Received Time VSep. 25, 1:06PM OH 44102-3437