



Sales Contract
Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Case No.
412-619356

I (We), THERESA QUINN

(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:
633 DICKERSON RD, WILLOWICK, LAKE county, OH, 44095
(street number, street name, unit number, if applicable, city, county, State)

The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following name(s) and style: 4212 River St Theresa Quinn

The agreed purchase price of the property is \$ 42,725.00
Purchaser has paid \$ 500.00 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Listing Broker / Cleveland Asset Management

Purchaser is applying for FHA insured financing [] 203(b), [] 203(b) repair escrow, [] 203(k) with a cash down payment of \$ due at closing and the balance secured by a mortgage in the amount of \$ for months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage.).
[] Said mortgage involves a repair escrow amounting to \$
[X] Purchaser is paying cash or applying for conventional or other financing not involving FHA.

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Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed \$ 0.00

Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of \$ 1,281.75

If broker identified below is not the broad listing broker, broad listing broker will receive a commission of: \$ 1,281.75

The net amount due Seller is (Purchase price [Item 3] less Items 5 and 6) \$ 40,161.50

Purchaser is: [] owner-occupant (will occupy this property as primary residence) [X] investor
[] nonprofit organization [] public housing agency [] other government agency. Discount at closing: %

Time is of the essence as to closing. The sale shall close not later than 30 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or Emerald Glen Title

If Seller does not accept this offer, Seller [X] may [] may not hold such offer as a back-up to accepted offer.

Lead based paint addendum [X] is [] is not attached; Other addendum [X] is [] is not attached hereto and made part of this contract.

Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: TQ Seller's Initials: NT

This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.
Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands: (1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign) THERESA QUINN
Purchaser(s) Address: 4312 River St, Willoughby, Oh 44095

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens) 276-68-7667
Phone No 440-785-4633
Date Purchaser(s) Signed Contract: 03/21/15
Seller: Secretary of Housing and Urban Development By: NATHAN TYSON As HUD's Delegate
Date Contract Accepted by HUD: 3/26/15

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code) REALTY TRUST SERVICES LLC, 29550 Detroit Rd #102 Westlake, OH 44145
Broker's EIN or SSN: (include hyphens) 20-8435694
Signature of Broker: [Signature]
SAMS NAID: RLTYTR5694
Broker's Phone No: 216-926-0135

Type or print the name and phone number of sales person: SERGIO PICCIUTO 216-926-0135

This section for HUD use
[X] Acceptance [] Back-Up No.
[] Rejection [] Return Earnest Money Deposit
Authorizing Signature & Date: [Signature] 3/26/15



Conditions of Sale

- A. All assessments, including improvement assessments which are available for payment without interest or penalty for advance payment, taxes, rent, and ground rent, if any, shall be prorated as of the closing date.
- B. Seller makes no representations or warranties concerning the condition of the property, including but not limited to mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of this contract. Purchaser understands that regardless of whether the property is being financed with an FHA-insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. Purchaser acknowledges responsibility for taking such action as it believes necessary to satisfy itself that the property is in a condition acceptable to it, of laws, regulations and ordinances affecting the property, and agrees to accept the property in the condition existing on the date of this contract. It is important for Purchaser to have a home inspection performed on the property in order to identify any possible defects. If FHA insured financing is used, up to \$200 of the cost to perform the inspection may be financed into the mortgage. Names of home inspection companies can be found in the yellow pages of your telephone directory under the heading "Home Inspection Services."
- C. If financing is involved in this transaction (Item 4), Purchaser agrees that should he/she/it fail to provide documentation indicating that proper loan application was made in good faith within 10 calendar days of the date this contract was accepted by Seller, and/or thereafter otherwise to put forth good faith efforts to obtain necessary financing, Seller shall have the option of rescinding this contract and retaining all or a portion of Purchaser's earnest money deposit.
- D. Seller may rescind this contract and return all or a portion of Purchaser's earnest money deposit under the following conditions:
 1. Seller has not acquired the property.
 2. Seller is unable or unwilling to remove valid objections to the title prior to closing.
 3. Seller determines that purchaser is not an acceptable borrower. Tender of the deposit shall release the Seller from any and all claims arising from this transaction.
- E. Purchaser may not perform repairs nor take possession of the property until sale is closed. Risk of loss or damage is assumed by Seller until sale is closed, unless Purchaser takes possession of the property prior thereto, in which case State law shall apply. (1) If sale involves FHA insured financing and after damage the property no longer meets the intent of Minimum Property Standards (MPS), Seller may, at its option, perform repairs or cancel the contract and return Purchaser's full earnest money deposit. If, after damage, the property still meets the intent of MPS, Purchaser has the option of accepting the property as-is, with a purchase price adjustment at Seller's sole discretion, or cancelling the contract and receiving refund of full earnest money deposit. (2) If sale does not involve FHA insured financing, Seller will not repair damage but may, at Seller's sole discretion, reduce the sale price. Purchaser has option to cancel the contract and receive refund of full earnest money deposit. Tender of the earnest money shall release Seller from any claims arising from this transaction.
- F. If this property is being offered with FHA insured mortgage financing available, Seller's acceptance of this contract constitutes a commitment to insure, conditioned upon Purchaser being determined by Seller or Direct Endorsement Underwriter to be an acceptable borrower and further conditioned upon Seller's authority to insure the mortgage at the time the sale is closed.
- G. Purchaser understands that Seller's listing price is Seller's estimate of current fair market value.
- H. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
- I. Purchaser and Seller agree that this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns but is assignable only by written consent of the Seller.
- J. If this property was constructed prior to 1978, Seller has inspected for defective paint surfaces (defined as cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces). Seller's inspection found no defective paint surfaces, or if defective paint surfaces were found, Seller has treated or will treat such defective surfaces in a manner prescribed by Seller prior to closing. **Purchaser understands and agrees that the Seller's inspection and/or treatment is not intended to, nor does it guarantee or warrant that all lead-based paint and all potential lead-based paint hazards have been eliminated from this property.** Purchaser acknowledges that he/she/it has received a copy of a pamphlet which discusses leadbased paint hazards and has signed, on or before the date of this contract, the Lead-Based Paint Addendum to Sales Contract - Property Built Before 1978. Purchaser understands that the Lead-Based Paint Addendum must be signed by all Purchasers and forwarded to Seller with this contract. Contracts which are not in conformance with these requirements will not be accepted by Seller.
- K. The effective date of this contract is the date it is accepted (signed) by the Seller.
- L. If the amount stated in Item 5 exceeds actual and typical financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) due Seller.
- M. Seller's policies and requirements with regard to earnest money (including forfeiture thereof), extensions of time in which to close the sale, back-up offers, and allowable financing and/or closing costs are detailed in instructions issued to selling brokers.
- N. Seller makes no representations or guarantees that the property will, in the future, be eligible for FHA insured mortgage financing, regardless of its condition or the repairs which may be made.
- O. **Warning: Falsifying information on this or any other form of the Department of Housing and Urban Development is felony. It is punishable by a fine not to exceed \$250,000 and/or a prison sentence of not more than two years. (18 U.S.C. 1010, 3559; 3571)**
- P. This contract contains the final and entire agreement between Purchaser and Seller and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this contract.

THERESA QUINN



LEAD-BASED PAINT DISCLOSURE ADDENDUM
SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS

Property Case #: 412-619356

Property Address: 633 DICKERSON RD, WILLOWICK, OH, 44095

Lead Warning Statement

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

Inspection Contingency

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the Contract is accepted by HUD, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-BASED Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

Financing Type (Selling Broker to initial applicable)

initials of agent **No FHA Financing of Property Constructed Prior to 1978:** The purchase of this property is not being financed with the FHA insured loan. The purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.



(initials if applicable) **Any FHA Insured Financing Except 203(k):** This property is being sold subject to FHA insured financing under any program other than a 203 (k) Rehabilitation Mortgage. Upon contract execution the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will only perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sales contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

(initials if applicable) **FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation mortgage. Upon contract execution HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead- Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the report and the purchaser does not exercise its option to withdraw from the sale contract, the purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before the occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.



Purchaser Acknowledgment (initial)

[Signature] Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

[Signature] Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Selling Broker Acknowledgment (initial)

[Signature] Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C 4852d.

Certification of Accuracy

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

	(Purchaser) Theresa Quint	, 20__ (Date) 3/24/2015
	(Co-Purchaser)	, 20__ (Date)
	(Selling Broker) Sergio Piccuto	, 20__ (Date) 3-24-15
	(Seller) Marc J. Bavelle	March 24, 2015 (Date)



NOTICE TO PURCHASER AND ACKNOWLEDGEMENT
BUYER SELECT CLOSING AGENT

This NOTICE must be completed and accompany each written sales offer at the time the offer is

Property Address:

633 DICKERSON RD WILLOWICK OHIO 44095
Street City State Zip Code

FHA Case 412-619356

Closing Time Frame:

All purchasers must close within the timeframe specified on Line 9 of the sales contract based on the Contract Acceptance Date. The Contract Acceptance Date refers to the date of Seller's ratification of the Sales Contract. **Failure by the Selling Broker or Selling Agent to file a proper extension with Ofori and Associates, PC prior to the expiration of the Sales Contract, as set by Line 9 of the Sales Contract or any approved extensions thereof, will result in cancellation of the Sales Contract.**

Further, the Selling Broker, Agent, and/or Purchaser understand and accept that an extension must be filed for any contract that is due to expire, regardless of reason. Should the Selling broker, Agent, and/or Purchaser refuse or fail to fulfill the contractual obligations, HUD reserves the right to retain all or a portion of the Purchaser's deposit as liquidated damages.

Closing Extension Policy:

Ofori and Associates, PC as HUD's Representative, may grant an extension of closing time and, if approved, extensions will be granted for a period of fifteen (15) days. The "Request for Extension of Closing Date" and all the required supporting documents must be submitted to Ofori and Associates, PC no later than forty-eight (48) hours prior to the expiration of the Sales Contract. Documentation must be submitted with the extension request and must establish that closing can reasonably be expected to occur within the extension time period.

The extension request must be accompanied by a cashier's check, money order or other certified funds in the appropriate amount and made payable to HUD. Wire transfers are not permitted and will not be accepted. The fee is based on the Contract Sales Price:

Contract Sales Price equal to or less than \$25,000 Extension fee is \$150 total (\$10.00 per day)

Contract Sales Price of \$25,001 to \$50,000 Extension fee is \$225 total (\$15.00 per day)

Contract Sales Price over \$50,000 Extension fee is \$375 total (\$25.00 per day)

HUD will retain the extension fee if the sale fails to close. In the event that the Purchaser closes prior to the end of the extension period, the unused, prorated portion of the extension fee will be credited to the purchaser at closing.

The initial fifteen (15) day extension will be provided for owner occupant purchasers at no cost, if documentation is provided indicating that proper and timely loan application was made, that the delay of closing is not the fault of the Purchaser and that mortgage approval is imminent.

The submission of an extension request along with the required fees does not automatically obligate the Seller to accept the extension. Acceptance is entirely at the Sellers discretion after review of the documentation that has been submitted. An approval of an extension request does not obligate the Seller to grant future extensions.

Earnest Money Deposits:

All bids received during the Exclusive or Extended Listing Periods, or GNND bidders during the lottery, must be backed by earnest money in the form of certified funds (Cashiers Check, Official Bank Check, or Money Order only) and will be retained by Ofori's Neighborhood Listing Broker, where applicable.



Earnest Money Forfeiture and/or Return:

The following provisions are applicable in all instances except those where HUD is unable or unwilling to close the sale, in which case the entire amount will be returned.

Investor Purchasers:

- Uninsured Sales:** 100% of the deposit will be forfeited to HUD for failure to close regardless of the reason.
- Insured Sales:** 50% of the deposit will be forfeited to HUD for failure to close if the purchaser is determined by HUD to be an unacceptable buyer.
100% of the deposit will be forfeited to HUD if the sale fails to close for any other reason.

Owner-Occupant Purchasers

Return 100% of the deposit when:

- There has been a death in the immediate family (purchaser, spouse or children living in the same household).
- There has been a recent serious illness in the immediate family that has resulted in significant medical expenses or substantial loss of income, thus adversely, affecting the purchaser's financial ability to close the sale.
- There has been a loss of job by one of the primary breadwinners, or a substantial loss of income through no fault of the purchaser.
- For an FHA insured sale, HUD (or a D.E. underwriter) determines that the purchaser is not an acceptable borrower.
- For an uninsured sale, the purchaser was pre-approved for mortgage financing in an appropriate amount by a recognized lender and, despite good faith efforts, is unable to obtain mortgage financing. "Pre-approved" means a commitment has been obtained from a recognized mortgage lender for mortgage financing in a specified dollar amount sufficient to purchase the property.

Return 50% of the deposit when:

For an uninsured sale, despite good faith efforts by the purchaser, there is an inability to obtain a mortgage loan from a recognized mortgage lender.

Forfeit 100% of the deposit when:

- No documentation is submitted.
- Documentation fails to provide an acceptable cause for the buyer's failure to close.
- Documentation is not provided within a reasonable time following contract cancellation.

Vacant Lot Sales: The purchaser is considered to be an investor and instructions pertaining to investors will apply.

Closing Costs:

HUD will pay certain Closing Costs up to 3% of the purchase price, IF the closing costs are included in the bid and inserted on line 5 of the Sales Contract. HUD will pay the buyer's settlement fee to the extent that closing cost assistance was requested on Line 5 at time of bid submission and there are sufficient funds remaining to pay the fee.

Upon closing of a HUD-owned single-family property, the Department will allow to be deducted from its proceeds, purchaser financing and closing costs considered to be reasonable and customary in the jurisdiction where the property is located. Form-HUD-9548 (Sales Contract -- Property Disposition Program), shall be used to reflect the total dollar amount HUD is expected to pay towards a purchaser's financing and closing costs. However, in no event may the costs exceed three percent (3%) of the property's gross purchase price. If the total closing costs reflected on the HUD 1 settlement statement are less than the amount indicated on the sales contract, HUD will reimburse only the actual costs charged and will not credit the purchaser with any difference either in cash or through a reduced purchase price. HUD will pay the lesser of the amount requested in Line 5 or the actual costs of the items specified. Any funds remaining after the allowable closing costs have been paid will not be credited to the purchaser(s) at sales closing.

Property Condition:

HUD makes no representations or warranties concerning the condition of the property, including but not limited to

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mechanical systems, dry basement, foundation, structural, or compliance with code, zoning or building requirements and will make no repairs to the property after execution of the Sales Contract. All HUD homes are sold "As Is." As a result, Purchaser acknowledges that Purchaser is responsible for ensuring that the property, in its current condition, is acceptable to Purchaser. Seller will provide no warranty after acceptance of the Sales Contract.

Purchaser understands that regardless of whether the property is being financed with an FHA insured mortgage, Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable.

It is Purchaser's responsibility to be an informed buyer. Purchaser has the right to carefully examine the potential new home with a qualified home inspector. Purchaser has fifteen (15) calendar days from the day of HUD's acceptance of the Sales Contract to complete the inspection. Failure to comply with this timeframe may forfeit Purchaser's right to an inspection with utilities activated. Utilities must be activated in Purchaser's name and may not remain activated for more than two (2) days. Utility activation should be coordinated with HUD's Field Service Manager (FSM), as they must authorize utility activation for the purposes of a home inspection. Regardless of the test results, Purchaser understands fully that neither HUD nor Ofori & Associates, PC will be responsible for costs associated with, nor perform any repairs to the property.

A home inspection provides the buyer more detailed information about the condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at a potential new home to:

- Evaluate the physical condition (i.e., structure, construction, and mechanical systems)
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure and finishes

If the inspection discloses a major defect, the following provisions will apply:

Insured Sales:

- a) Purchaser may close the sale as scheduled without Seller performing repairs nor a price reduction or,
- b) Purchaser may request termination of the contract with a full refund of the earnest money, provided that the Seller is furnished a copy of the inspection report and that the Seller concurs with the findings of the inspection report. As a condition to having the contract terminated and the earnest money deposit refunded, Purchaser agrees to have the test completed and to provide a written rejection, with the appropriate documentation to Ofori & Associates, PC within fifteen (15) calendar days from the date the Sales Contract was signed by Ofori & Associates, PC; otherwise the Seller will assume that the inspection was satisfactory and Purchaser will proceed to closing. The cancellation contingency is limited to roof, foundation, defective components within the mechanical systems (electrical, plumbing, and heating). Defective kitchen appliances, window air conditioner units, light fixtures, receptacles and switch plate covers, as well as leaky faucets, missing showerheads and other similar defects are not considered in the mechanical systems nor is equipment age or energy efficiency ratings.

Uninsured Sales: No repairs will be authorized. The inspection will not be a basis for canceling the sale.

The same provisions, as listed above, will also apply if any of the utilities cannot be turned on due to code violations, known defects, utility company policy or if the inspection cannot be completed as the result of a major component defect.

Home Inspection:

If FHA insured financing is used, the cost of the inspection, up to the maximum amount allowed by HUD, may be financed into the mortgage or included as part of the financing/closing costs figure stated on Line 5 of the sales contract.

If problems are discovered with the home after closing, FHA cannot give or lend money for repairs, and FHA cannot buy the home back. Purchaser understands the importance of obtaining a home inspection. Purchaser also understands that FHA will not perform a home inspection or guarantee the price or condition of the property.



X Purchaser chooses to have a home inspection.

 Purchaser chooses not to have a home inspection.


Purchaser also understands fully and hereby agree to bear all expenses associated with the testing of the systems, including inspections required by local municipalities or utility service providers, repair of damage and re-winterization of the property.

Acknowledgements:

Purchaser acknowledges that the keys to the Property have been available to the public. It is recommended that the Purchaser have the locks re-keyed immediately after closing. Seller and its agents are not responsible for the new owner's personal property if the Purchaser chooses not to re-key the locks.

Purchaser has read and understands this Addendum. By signing this Addendum, Purchaser acknowledges and agrees with all its contents.

Purchaser is aware that failure to perform in accordance with the sales contract and its addendums may result in the forfeiture of all or a portion of the earnest money deposit.


Purchaser's Signature: 

Date: 03/24/2015

Purchaser's Signature: _____

Date: _____

I agree that I will be present during the inspection and am responsible for any costs incurred by my Purchaser associated with the inspection. I further agree to ensure that the property is returned to the same condition as before the inspection. This includes repair of damage and re-winterization of the property when deemed appropriate by the Seller. I also agree to notify the Seller and its Neighborhood Listing Broker within one day upon completion of the testing.

Selling Broker's Signature: 

Date: 03/24/2015



**Radon Gas and Mold
and Release Agreement**

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Property Case #: 412-619356
Property address: 633 DICKERSON RD
WILLOWICK, OH, 44095

PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and Ofori and Associates, PC, an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING**. Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

03/24/2015


Purchaser's Signature

Purchaser's Signature

THERESA QUINN

Purchaser's Printed Name

Purchaser's Printed Name



C A U T I O N

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No. 2502-
(exp. 05/31/2014)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems;
- Identify items that need to be repaired or replaced; and
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- Estimate the market value of a house;
- Make sure that the house meets FHA minimum property standards/requirements; and
- Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New

home. If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-02584-CN(8/06)



C A U T I O N

3MB Capital LLC
5445 Huntington Reserve Drive, Cleveland, OH 44134
843.718.4102

PROOF OF FUNDS LETTER

March 1st, 2015

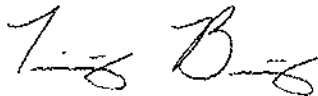
CC: 4312 River, LLC

RE: Pre-Approval / Proof of Funds Letter

To Whom It May Concern:

This letter is to confirm that 4312 River, LLC is approved and has good and available funds up to \$100,000.00* (One Hundred Thousand Dollars) for the purchase of residential, multi-family, or commercial real estate pending our complete review of the property, title commitment and survey, and other documentation as may be required. Please feel free to call if you have any questions.

Best regards,



Timothy Bratz
Member
3MB Capital LLC
843-718-4102

*This letter is valid for up to 90 days from the date above.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/18/2013	201332202180	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00		.00	.00

Receipt

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

4312 RIVER LLC
THERESA QUINN
519 RANSOME ROAD
HEIGHLAND HEIGHTS, OH 44143

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2246852

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

4312 RIVER LLC

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

Document(s)

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

Document No(s):

201332202180

Effective Date: 11/15/2013



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 19th day of November,
A.D. 2013.

Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

**Articles of Organization for a Domestic
Limited Liability Company**

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) Articles of Organization for Domestic
Nonprofit Limited Liability Company
(116-LCA)

Name of Limited Liability Company

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date
(Optional) mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing
of the articles or on a later date specified that is not more than ninety days
after filing)

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

Purpose
(Optional)

RECEIVED

NOV 15 2013

SECRETARY OF STATE

****Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax
exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit
limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose
clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

4312 RIVER 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

THERESA QUINN

Name of Agent

519 RANSOME ROAD

Mailing Address

HIGHLAND HEIGHTS

City

Ohio

State

44143

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned, THERESA QUINN named herein as the statutory agent

Statutory Agent Name

for 4312 RIVER LLC

Name of Limited Liability Company

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

Statutory Agent Signature

Individual Agent's Signature / Signature on Behalf of Corporate Agent

If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

Theresa Quinn
Signature

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

THERESA QUINN
Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

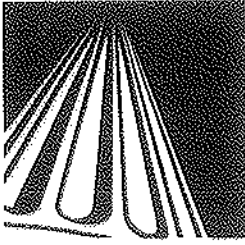
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Realty Trust Services

Sales, Leasing & Management



Delivering peace of mind

March 24th, 2015

To whom it may concern,

Sergio Picciuto, real estate agent with Realty Trust Services, may sign as broker for Realty Trust Services on any HUD related documents or document related for a HUD closing.

Sergio

Sincerely,

Andrew Morris, Broker & Owner



U.S. Department of Housing and Urban Development
Philadelphia Homeownership Center

Buyer Select Closing Agent

For properties identified for the "Buyer Select" closing agent program, the buyer will choose their own Settlement Company. The purchaser will be the responsible party for any and all closing fees. Amounts listed on line 5 may be applied closing fees. Please note Line 9 of the HUD-9548 Sales Contract must contain the name of the buyer selected closing agent listed on this form.

I/We authorize Ofori and Associates, PC to release a copy of the sales contract and all applicable addenda/amendments for the following property to the closing agent/escrow company listed on this form.

FHA Case Number 412-619356
 Property Address City 633 DICKERSON RD WILLOWICK State OHIO Zip 44095
 Buyers Name THERESA QUINN Phone Number 440-785-4633
 _____ Phone Number _____
 Selling Broker Name SERGIO PICCIUTO Phone Number 216-926-0135
 Listing Broker Name Cleveland Asset Management Phone Number 2167416631

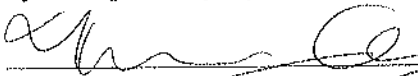
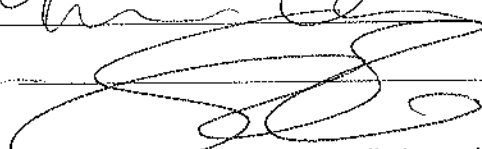
TITLE COMPANY / CLOSING AGENT / ESCROW COMPANY INFORMATION

Company Name Emerald Glen Title
 Primary Contact Person Karen Danko Phone Number 440-347-0855
 Mailing Address 4312 City Willoughby State Oh Zip 44095
 Fax Number _____ Email Address karen@egtaltd.com

Has this closing/escrow company previously registered with HUD? Yes No

If yes, please enter Title ID# EMERAL0006

If no, attach a copy of Closing/Escrow Company's State license, evidence of Errors and Omissions insurance, and evidence of appropriate fidelity bonding currently in place.

Purchaser's Signature  Date: 03/24/2015
 Selling Agent's Signature  Date: 03/24/2015

As the closing agent/company identified above, we agree that no release, whether written or oral, will be required from the buyer or any other entity prior to forwarding the earnest money to the Department of Housing and Urban Development (HUD) or their authorized agent should the earnest money be determined as forfeited in part or whole, and such determination is provided in writing by HUD or their designated representatives in accordance with HUD's Earnest Money Policy which the purchaser has signed.

Closing Company Authorized Agent: _____ Date: 03/24/2015

For Agency Use Only:			
Processed By: _____	Date: _____	APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

CASHIER'S CHECK
The Huntington National Bank - Branch 510167
Columbus, Ohio 43219



No. 2010411529

Date 03/25/2015

Remitter **THERESA QUINN**

Pay **Five Hundred Dollars & 00/100** \$ ** 500.00 **

Drawer: The Huntington National Bank
Columbus, Ohio 43219

To the Order Of **CLEVELAND ASSET MANAGEMENT**

By *[Signature]*
Authorized Signer

DRAWEE: The Huntington National Bank
Columbus, Ohio 43219

⑆ 20 10 4 1 1 5 2 9 ⑆ ⑆ 0 4 4 0 0 0 2 4 ⑆ 0 1 8 9 2 5 6 7 2 4 7 ⑆ #412-619354