

ADDENDUM I

The following provisions are part of the Offer to Purchase Real Estate and Acceptance
 between Angus M. Hendry (BUYER)
 and Charles M Lupica III and Christina F. Lupica (SELLER)
 for property located at 8174 Olmway Ave Olmsted Falls
STREET ADDRESS MUNICIPALITY
 Ohio, with offer dated 4/13/15

Buyer and seller agree that purchase price
is now \$126,000.
All other conditions remain the same.

X BUYER: Angus Hendry

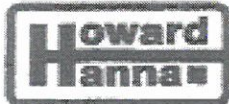
SELLER: Charles M Lupica III

BUYER: _____

SELLER: Christina Lupica

X DATE: 4-21-15

DATE: 4-21-15



**AMENDMENT TO OFFER TO PURCHASE
AND REMOVAL OF CONTINGENCY**



This is an Amendment to the Offer to Purchase Real Estate and acceptance ("Agreement") between Angus M. Hendry (BUYER) and Charles M Lupica III and Christina F. Lupica (SELLER) for the property located at 8174 Olmway Ave. Olmsted Falls, Ohio, with contract dated 4/13/15. The parties hereby agree as follows:

- FINANCING CONTINGENCIES:** The following financing contingencies are hereby removed:
 - a. First Mortgage Loan Commitment
 - b. Other: _____
- INSPECTION CONTINGENCIES:**

a. General Home Inspection:	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
b. Septic System Inspection:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
c. Well Water Flow Rate:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
d. Well Water Bacteria Test:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
e. Other Well Water Tests:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
f. Termite/Pest Inspection:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
g. Radon:	<input checked="" type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
h. Lead Paint Inspection or Risk Assessment:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
i. Mold:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.
j. Others:	<input type="checkbox"/> Removed	<input type="checkbox"/> Removed subject to the conditions below.

Condition(s): _____

- OTHER CONTINGENCIES:** The following other contingencies are also hereby removed:
 - _____
 - _____

All other terms and conditions of the Agreement shall remain in full force and effect.

<u>Charles M Lupica III</u>	<u>4-21-15</u>	x	<u>Angus M. Hendry</u>	<u>4-21-15</u>
SELLER	DATE		BUYER	DATE
<u>Christina Lupica</u>	<u>4-21-15</u>			
SELLER	DATE		BUYER	DATE



Realty Trust Services



COMMISSION LETTER TO ESCROW AGENT

ATTENTION: Don

DATE: 5-4-2015

PROPERTY ADDRESS: 8174 Olmway Ave

CITY, STATE, ZIP: Olmsted Falls, OH 44138

LISTING COMPANY: Realty Trust Services

COMMISSION TO LIST COMPANY: \$3,780 - 3% of \$126K

SELLING COMPANY: Howard Hanna

COMMISSION TO SELLING COMPANY: \$3,780, 3% of 126k



Realty Trust Services
Sales, Management & Leasing



Cutting edge, comprehensive and conscientious real estate solutions™

Christopher Kaylor
Realtor, CMRS



Direct phone: (330) 840-1073
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Email: ChrisCKaylor@gmail.com
Website: ChristopherKaylor.com
Facebook: Facebook.com/CKPropertyFinder
Skype: Chriskaylor
29550 Detroit Road, Suite 102, Westlake, OH 44145



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: Angus M. Hendry offers to buy the

2 PROPERTY: located at 8174 Olmway Ave

3 City Olmsted Falls, Ohio, Zip 44138 Permanent Parcel No(s) 281-20-019

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all
6 buildings and fixtures, including such of the following as are now on the property: all landscaping, electrical,
7 heating, plumbing and bathroom fixtures, ceiling fans; central air conditioning systems; all window and door
8 shades, blinds, awnings, screens, storm windows, curtain rods and drapery hardware; garbage disposal, TV
9 antenna, rotor and control unit; radiator covers, smoke detectors, garage door opener(s) and ALL controls; all
10 attached wall-to-wall carpeting. The following selected items shall also remain: [] satellite dish; [] countertop
11 range; [X] range; [] wall oven; [] microwave; [X] kitchen refrigerator; [] second refrigerator; [X] dishwasher;
12 [X] washer; [X] dryer; [] window air conditioner(s); [] through the wall air conditioners; [] gas grill; [] fireplace
13 tools; [X] screen, [X] glass doors and [X] grate; [X] all existing window treatments; [X] ceiling fan(s); [] wood burner
14 stove inserts; [] gas logs; and [] water softener (do not check if leased); [] humidifier; [] dehumidifier; [] security
15 system; [] freezer; [] indoor grill; [X] mailbox and [] invisible fence, transmitter, collar(s).

16 Additional Items to be included: SELLER TO CONTRIBUTE \$4,000 TOWARDS BUYERS CLOSING COSTS,
17 POINTS, PRE PAIDS AND ETC...

18 Items Excluded:

20 SECONDARY OFFER: This [] is [X] is not a secondary offer. This secondary offer, if applicable, shall become a
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before
22 (Date). BUYER shall have the right to terminate this secondary offer at any time
23 prior to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest
25 money within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application,
26 loan approval, deposit of funds and documents, title transfer and possession.

27 PRICE: BUYER shall pay the sum of \$ 128,000.00
28 Payable as follows: AH

29 Earnest money in the form of a check, paid to/deposited with (check one)
30 [] Listing Broker [X] Buyers' Broker or []
31 and credited against the purchase price \$ 1,000.00 X CMY

32 The check shall be deposited immediately upon acceptance
33 of a binding Agreement as defined below on lines 262-271

34 Additional Funds to be deposited in escrow \$ TBD

35 BUYER [X] will [] will not (check one) meet down payment requirement
36 in cash, without regard to the sale and/or closing of any other real property

37 Mortgage loan to be obtained by BUYER \$ TBD
38 [] CONVENTIONAL, [X] FHA, [] VA [] OTHER

40 FINANCING: This transaction is conditioned upon BUYER obtaining a commitment for a first mortgage loan (the "Loan")
41 from Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or
42 in a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan within 5 days after the date of
43 acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts to obtain the Loan and
44 shall obtain a commitment for the Loan on or before 5/12/15. If, despite BUYER'S good faith
45 efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing of a mutual
46 release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of

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47 either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be obligated to
48 make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S
50 lending institution or a title company on or before 5/19/2015, and the deed shall be recorded
51 on or about 5/21/2015, except that if a defect in title appears, SELLER shall have thirty
52 (30) days after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title
53 subject to such defect without any reduction in the purchase price or (2) terminate this Agreement, in which case
54 neither BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and
55 SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time) a.m. p.m.
57 ~~15~~ day(s) after recording of the deed or 5/21/2015 5/21/15 whichever is later. Subject to BUYER'S rights, if any,
58 the premises may be occupied by the SELLER free for SELLER (7) days and an additional SEVEN
59 (7) days at a rate of \$ 25.00 per day provided, however, that under no circumstances shall SELLER occupy
60 premises beyond 6/1/15 6/1/15 (date). Payment and collection of fees for use and occupancy after transfer
61 of title are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required,
63 with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage
64 assumed by BUYER, b) such restrictions, conditions, easements (however created), including without limitation
65 subsurface rights, and encroachments, which do not materially adversely affect the use or value of the property,
66 c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER
67 shall furnish an Owner's Fee Policy of Title Insurance from Chelwood Home Title Chelwood Home Title or such other title company agreed
68 to by the parties, in the amount of the purchase price subject to the exceptions above and any acts of the grantee.

69 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor
70 does the existence of a warranty preclude the advisability of professional inspection(s). BUYER does elect does not
71 elect (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc.
72 The cost of \$ 435.00 shall be paid by SELLER BUYER through escrow.

73 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county
74 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be
75 prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved
76 land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times
77 the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax
78 value of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the
79 property being transferred is new construction and recently completed or in the process of completion at the time the
80 AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to
81 be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from
82 SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent
83 is instructed to release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor
84 that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges
85 that the latest available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed.
86 SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed
87 or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware
88 of any proposed taxes or assessments, public or private, except the following: NONE

90 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then
91 BUYER SELLER agrees to pay the amount of such recoupment.

92 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the
93 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of
94 acceptance and this Agreement, the terms of this Agreement shall prevail.

95 **SELLER shall pay** the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any
96 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation
97 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara-
98 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303
99 below; and g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in
100 which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title
101 transfer or date of possession, whichever is later. The escrow agent shall withhold \$ 200.00 from the
102 proceeds due SELLER for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be
103 credited in escrow to the BUYER.

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104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA
 105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
 106 fees for the deed and any mortgage, and d) a commission of \$225.00 to Howard Hanna for brokerage services
 107 rendered to the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 72 above.

109 The SELLER hereby authorizes and instructs the escrow agent to send a copy of the SELLER'S fully signed HUD1
 110 Settlement Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111 The BUYER hereby authorizes and instructs the escrow agent to send a copy of the BUYER'S fully signed HUD1
 112 Settlement Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated
 114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service
 115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the
 116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select
 117 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding
 118 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER
 119 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and
 120 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use
 121 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume
 122 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable
 123 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems
 124 of the property.

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

127 **WAIVER:** AH (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated
 128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver
 129 of such 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 checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>10</u> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON <u>10</u> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOLD* <u>10</u> days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

138 *Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what
 139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water
 140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141 OTHER _____ days from acceptance of AGREEMENT

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

- 144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.
 145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an
 146 *Amendment/Removal of Contingency*;
- 147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously
 148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified
 149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a
 150 copy of all inspection reports and to sign an *Amendment to Purchase Agreement* removing the
 151 inspection contingency and identifying those specific material defects which are to be repaired.
 152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and
 153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER
 154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this
 155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property for BUYER to review any such material defects corrected by SELLER. For purposes of this AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

(C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a mutual release, whereupon the earnest money shall be returned to BUYER.

Yes No

PEST/WOOD DESTROYING INSECTS: An inspection of all structures on the property shall be made within 10 days by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER OR SELLER (unless FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

Yes No

LEAD-BASED PAINT: BUYER shall have the right to have a risk assessment or inspection of the property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense within _____ days after acceptance. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

BUYER HAS AH (BUYER'S initials) HAS NOT _____ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within _____ days from receipt.

The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of acceptance.

MEGAN'S LAW: SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

CONDITION OF PROPERTY: BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use)

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unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form. BUYERS must initial one of the following:

BUYER HAS AM (BUYER'S initials), prior to signing this offer, received a copy of the Residential Property Disclosure Form which was signed by SELLER on 4/10/15 (date).

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

BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property (if none, write "none"). NONE

SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER shall have THREE (3) days after receipt by BUYER of all notices to agree in writing which party shall be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

REPRESENTATIONS AND DISCLAIMERS: BUYER acknowledges that BUYER is relying upon BUYER'S own inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors, in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant the condition or systems of the property or guarantee that SELLER has disclosed all defects.

BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have not made any representations, warranties, or agreements, express or implied regarding the condition or use of the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition and BUYER agrees to complete the purchase of the property.

MONEY BACK GUARANTEE: (Elect one) BUYER does elect does not elect to purchase the Howard Hanna Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined. BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

BINDING AGREEMENT: For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance, without any material change to the last offer or counter offer, and either the verbal or written communication of that acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms, conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

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SELLERS' INITIALS AND DATE

AM 4/10/15
BUYERS' INITIALS AND DATE

Property Address: 8174 Olmway Olmsted Falls, Oh

268 respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and
269 be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding
270 and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need
271 of legal or tax advice.

272 **ADDITIONAL TERMS:** SELLER TO CONTRIBUTE \$4,000 TOWARDS CLOSING COSTS, POINTS, PRE PAIDS
273 AND ETC...
274

275 **ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments Agency
276 Disclosure Statement; Residential Property Disclosure; VA/FHA Addendum; FHA Home Inspection Notice;
277 Condominium; House Sale Contingency; House Sale Concurrency; Lead-Based Paint; Homeowner's
278 Association; Application to Repurchase by Home Trade-In Company, Inc. (If BUYER elects Money Back Guarantee
279 Program) Other **WALK THROUGH ADDENDUM, HOME WARRANTY**
280 are made a part of this Agreement. The terms and conditions of all such addenda or attachments shall supersede any
281 conflicting terms in this Agreement.

282 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of
283 the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the
284 broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or
285 (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date
286 the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such
287 signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker
288 shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge
289 receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow
290 account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after
291 title transfer at which time it shall be applied against any compensation due the broker. Any amount by which the
292 earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

293 **BUYER:** Angus M. Hendry Address: 16033 Egbert Rd.
294 Print name: Angus M. Hendry Walton Hills, Oh ZIP: 44146

295 **BUYER:** _____ Address: _____
296 Print name: _____ Phone: (954)309-1511 Email: momahne@gmail.com
Date: _____

297 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$ \$1,000 earnest money, subject to the
298 terms of the above offer.

299 **HOWARD HANNA REAL ESTATE SERVICES:**
300 By: _____ Office: NORTH OLMSTED Phone: 440-777-2000

301 **ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S
302 escrow funds a brokerage commission of \$225, if the property is listed with Howard Hanna, and 3.23 % of the
303 purchase price to Howard Hanna, 800 W. St. Clair Ave., 5th Floor, Cleveland, Ohio 44113-1266
304

305 **SELLER:** Charles M. Lupica III Address: 8174 Olmway Ave.
306 Print name: Charles M. Lupica III Olmsted Falls ZIP: 44038

307 **SELLER:** Christina Lupica Phone: _____ Email: _____
308 Print name: Christina Lupica Date: _____

309 **COUNTER OFFER TERMS:** _____
310 _____
311 _____

312 Sellers' signature _____ Date _____ Sellers' signature _____ Date _____
313 CM III CH 4-12-15 AH 4/10/15
Purchase Agreement 12/13/11 SELLERS' INITIALS AND DATE BUYERS' INITIALS AND DATE Form # 056-6
Page 6 of 6

8174 Olmway



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: 8174 Olmway Ave. Olmsted Falls, Ohio 44138

Buyer(s): Angus M. Hendry

Seller(s): Charles M Lupica III and Christina F. Lupica

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Katrina Ruscin, Bobbie Burey, Burey Team, and Howard Hanna
AGENT(S) BROKERAGE

The seller will be represented by Christopher C. Kaylor, and Realty Trust Services LLC
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.

Angus M. Hendry 4/10/15
BUYER/TENANT Angus M. Hendry DATE

Charles M. Lupica III 4-12-15
SELLER/LANDLORD DATE

BUYER/TENANT DATE

Christina Lupica 4-12-15
SELLER/LANDLORD DATE

8174 Olmway

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



Completed
[Signature]

X AM 4-10-15
Effective 01/01/05

ANGUS HENDRY 16033 ELBERT RD.
MADISON OMAHNE WALTON HILLS, OH
334 22ND ST, FL 2
BROOKLYN, NY 11215-6488

1-2
47252
210

116

DATE 4/10/2015

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ORDER OF

HOWARD HALMA

\$ 1,000.⁰⁰/₁₀₀

ONE THOUSAND +⁰⁰/₁₀₀

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STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

8174 Olmway

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

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

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

OWNER INSTRUCTIONS

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

Owner's Initials OF Date 4-10-15
Owner's Initials OF Date 4-10-15

Purchaser's Initials AH Date 4-10-15
Purchaser's Initials _____ Date _____



2013

STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

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

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 8174 Olmury Ave

Owners Name(s): Charles M Lupica III - Christina Lupica

Date: 4-10-15, 2015

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 12-2010

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

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

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [] Yes [X] No

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

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

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

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

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

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

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

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

Owner's Initials [Signature] Date 4-10-15

Purchaser's Initials AH Date 4-10-15

Property Address 8174 Olmway Ave

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances? Yes No

If "Yes", please describe and indicate any repairs completed: Pre Existing Water Damage Prior to Ownership

Have you ever had the property inspected for mold by a qualified inspector? Yes No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: _____

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

E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS): Do you know of any previous or current movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): _____

Do you know of any previous or current fire or smoke damage to the property? Yes No

If "Yes", please describe and indicate any repairs completed: _____

F) WOOD DESTROYING INSECTS/TERMITES: Do you know of any previous/current presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites? Yes No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): _____

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

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

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

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

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

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

Owner's Initials CMF Date 4-10-15
Owner's Initials LA Date 4-10-15

Purchaser's Initials AR Date 4-10-15
Purchaser's Initials _____ Date _____

Property Address 8174 Olmumy Ave

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

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

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

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

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

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

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

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

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

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

M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS: Do you know of any of the following conditions affecting the property? Yes No Yes No

1) Boundary Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4) Shared Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Boundary Dispute	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5) Party Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Recent Boundary Change	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6) Encroachments From or on Adjacent Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to any of the above questions is "Yes", please describe: _____

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

NONE

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

Owner's Initials CM/MS Date 4-10-15
Owner's Initials CA Date 4-10-15

Purchaser's Initials AH Date 4-10-15
Purchaser's Initials _____ Date _____

Property Address 8174 Olmway Ave

CERTIFICATION OF OWNER

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

OWNER: Charles M. Spina III DATE: 4-10-15
OWNER: Christina Spina DATE: 4-10-15

RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

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

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

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

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

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

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

PURCHASER: George M. Idmy DATE: 4-10-15
PURCHASER: _____ DATE: _____

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

Lead Warning Statement

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

Property Address: 8174 Olmway Ave. Olmsted Falls, OH 44138

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment

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

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

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

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

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

Agent's Acknowledgment

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

Certification of Accuracy

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

Signature and date lines for Seller, Purchaser, and Agent, including names like Christine Lypiec and dates like 4-9-15 and 4-10-15.