



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

Lupica

1 **BUYER** The undersigned Charles M. Lupica III & Christina offers to buy the
 2 **PROPERTY** located at 4885 Emerald Ln.
 3 City Brunswick, Ohio, Zip 44212
 4 Permanent Parcel No. 001-02A-11-051, and further described as being: _____
 5 _____

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

18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
 19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
 20 April 25th, 2015 (date). BUYER shall have the right to terminate this secondary offer at any time prior to
 21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
 22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 198,000.00
 24 Payable as follows:
 25 Earnest money paid to Broker will be deposited in a non-
 26 interest bearing trust account and credited against
 27 purchase price. \$ _____
 28 Check to be deposited immediately upon the
 29 formation of a binding AGREEMENT, as defined
 30 below on lines 231-238.
 31 Note to be redeemed within four (4) days after
 32 formation of a binding AGREEMENT, as defined
 33 below on lines 231-238.
 34 Cash to be deposited in escrow \$ 1,000.00
 35 Mortgage loan to be obtained by BUYER \$ 197,000.00
 36 CONVENTIONAL, FHA, VA, OTHER Per Lender
 37 contingent on buyers home selling 5/29/15

x Omica CR 4-23-15

<i>JF</i>	<i>RA</i>
04/23/15 1:04PM EDT	04/23/15 1:03PM EDT

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within 14 days
 39 after acceptance and shall obtain a commitment for that loan on or about 21 days from acceptance. If,
 40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
 41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
 42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR
 Revised May 1, 2000
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<i>JF</i>	<i>RA</i>
04/23/15	04/23/15

SELLER'S INITIALS AND DATE

Omica CR 4-22-15
 BUYER'S INITIALS AND DATE

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

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before June 1st 2015, _____, and title shall be
49 transferred on or about June 2nd or sooner, 2015.



50 **POSSESSION** SELLER shall deliver possession to BUYER on June 9 2015 (date) at 5 pm (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for Seven days (_____) days. Additional 0 days at a rate of
53 \$ 0 per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Cleveland Home title 440-554-8596
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

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

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

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

 
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96 whichever is later. The escrow agent shall withhold \$ 200.00 from the proceeds due SELLER for
 97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
 98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
 100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
 101 fees for the deed and any mortgage, and d) other Seller to pay no more than \$4,000 towards buyers closing

102 cost thru escrow. BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
 104 BUYER which will will not be provided at a cost of \$ ³⁹⁵ charged to SELLER BUYER from
 105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
 106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

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

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

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

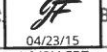
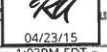
121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

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

Choice		Inspection	Expense	
Yes	No		BUYER's	SELLER's
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME <u>5-10</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>10-14</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

Approved by CABOR, LoCAR, LCAR, GeC.  
 Revised May 1, 2000
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 SELLER'S INITIALS AND DATE
 BUYER'S INITIALS AND DATE
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143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

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

157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

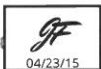
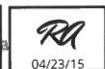
168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

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

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

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

Approved by CABOR, LoCAR, LCAR, Ge
Revised May 1, 2000
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04/23/15 04/23/15
SELLER'S INITIALS AND DATE


BUYER'S INITIALS AND DATE

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

204 BUYER HAS CS (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on 1/31/2015 (date) prior to writing this offer.

206 BUYER HAS NOT _____ (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within 0 days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.


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

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

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

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

Approved by CABOR, LoCAR, ILCAR and GeCAR
Revised May 1, 2000
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SELLER SIGNATURES AND DATE


BUYER'S INITIALS AND DATE

244 Charles M Imperio --> 8174 Olmway Ave Olmsted Falls, OH 44132
245 (BUYER) (ADDRESS AND ZIP CODE)

246 Christina Lupica --> ---> 4-22-15
247 (BUYER) (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00 check note, earnest money,
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 330-840-1073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of 3% on 1st 100k 2 % on Balance percent (3%)
253 of the purchase price to REALTY TRUST SERVICES (Broker)
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)
255 and PER LISTING percent ()% of the
256 purchase price to PER LISTING (Broker)
257 (Address)
258 as the sole procuring agents in this transaction.

259 Joseph Faddoul dotloop verified 04/23/15 1:04PM EDT 4ALQ-BQVP-N100-XBJZ 4885 Emerald Ln Brunswick, OH 44212
260 (SELLER) (ADDRESS AND ZIP CODE)

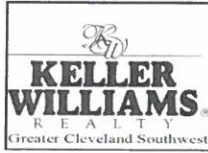
261 Joseph G. Faddoul 440-263-3688 4-23-2015
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 Rachael Annes dotloop verified 04/23/15 1:03PM EDT XUMN-QGNG-N2NZ-N1FQ
264 (SELLER) (ADDRESS AND ZIP CODE)

265 Rachael L. Annes 440-465-0024 4-23-2015
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

269 Multiple Listing Information	
270 George M. Faddoul	2012 002321
271 (Listing agent name)	(Listing agent license #)
272 KW6CSW	2717
273 (Listing broker name)	(Listing broker office #)
274 Christopher Kaylor	2011003065
275 (Selling agent name)	(Selling agent license #)
276 Realty Trust Services	
277 (Selling broker name)	(Selling broker office #)



ADDENDUM:

This is an Addendum to the Purchase Agreement dated 04/22/2015

for the purchase and sale of the Property known as (Street Address) _____

4885 Emerald Lane, (City) Brunswick, Ohio

between Charles M. Lupica III & Christina Lupica ("BUYER")

and Rachael Annes and Joseph Faddoul ("SELLER")

The following is hereby mutually agreed upon by said BUYERS and the SELLERS:

Sellers to leave kitchen table and six chairs and outside basketball hoop with the home.

Charles M Lupica III 4-23-15
BUYER DATE

Rachael Annes dotloop verified 04/23/15 1:05PM EDT DH60-03KA-ZAGM-LALZ
SELLER DATE

Christina Lupica 4-23-15
BUYER DATE

Joseph Faddoul dotloop verified 04/23/15 1:08PM EDT 9LNL-WQMQ-QLNY-9GCC
SELLER DATE





Supreme Home Warranty Agreement

To obtain a contract number call: 1.800.648.5006 | Fax: 1.888.479.2652 | aphwoffice@aphw.net | aphw.com
 America's Preferred Home Warranty | 2727 Spring Arbor Rd. | Jackson, MI 49203

IMPORTANT: FOR SERVICE CALL: 1.800.648.5006. NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.

Contract No: _____

~ Please be sure to fill in all applicable areas of information. ~

Seller's Name

Joseph Faddoul and Rachael Annes

Property Address No. & Street

4885 Emerald Lane

City State Zip

Brunswick, 44212

Phone #

440-263-3688

Seller's E-mail

jfaddoul001@yahoo.com

Buyer's Name

Charles M. Lupica III & Christina Lupica

New Phone #

Buyer's E-mail

CMFAMP173@aol.com

Real Estate Office

Keller Williams GCSW

Address

18318 Pearl Rd

City State Zip

Strongsville, OH 44136

Phone # Fax #

440-829-1822

Real Estate Agent

Agent's E-mail

George Faddoul gmffaddoul@gmail.com

Closing Date Listing date

02/01/2015

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE PREVIOUS PAGES.

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS SUPREME HOME WARRANTY AGREEMENT INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X Joseph Faddoul dotloop verified 04/23/15 1:07PM EDT GRDD-606P-6GVE-GWL7
 X Rachael Annes dotloop verified 04/23/15 1:04PM EDT 8CKP-PA0-CGSP-D7GS
 Buyer(s) Signature(s) X Charles M. Lupica III 4-23-15
 X Christina Lupica 4-23-15

WAIVER

Applicant has reviewed the Supreme Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Supreme Home Warranty Agreement.

Seller(s) Signature(s) X _____
 Buyer(s) Signature(s) X _____

HOUSING TYPE (Please Check One)

- Single/Family Condo/Townhouse
 - Duplex (2 warranties) Triplex (3 warranties)
 - Fourplex (4 warranties) New Home Construction
 - Manufactured Home Year Manufactured: _____
 - Foreclosed/Repossessed Home**
- **See Terms and Conditions "General #9"

PLAN OPTIONS (Please Check One)

One Year Plan Options:

- \$100 Deductible..... \$399
- \$50 Deductible..... \$435

Two Year Plan Option:

- \$100 Deductible..... \$750

Condo/Townhouse Plan - One Year:

- \$75 Deductible..... \$375

New Construction Plan for Buyers - Three Years:

- \$75 Deductible..... \$550
Coverage begins 366 days after closing and continues for three years.

Multi-family Unit Plans (\$75 Deductible):

- Duplex (2 warranty agreements) \$720
- Triplex (3 warranty agreements) \$999
- Fourplex (4 warranty agreements) \$1,280

OPTIONAL COVERAGES (Please Check All That Apply)

- Seller Preferred Upgrade \$75
- Buyer Preferred Upgrade.... \$100 x ___ yrs. = \$ _____
Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.

BUYER ONLY OPTIONS (Please Check All That Apply)

- Pool/Spa \$185 x ___ yrs. = \$ _____
- Premium
Salt Water/Pool/Spa..... \$345 x ___ yrs. = \$ _____
- Jetted Bathtub \$125 x ___ yrs. = \$ _____
- Clothes Washer & Dryer \$75 x ___ yrs. = \$ _____
- Water Softener..... \$50 x ___ yrs. = \$ _____

Plan Cost(s) \$ 399.00

Option Cost(s) \$ _____

Total..... \$ 399.00

3 Easy Ways to order your Home Warranty:

1. EASIEST - Order online: www.aphw.com
2. Mail: APHW, 2727 Spring Arbor Rd., Jackson, MI 49203 Fax: 1.888.479.2652
3. Phone: 1.800.648.5006



Home Warranty, Inc.

Data Collection Form

This simple form is to be used to collect important property information

To submit form:

- ◆ Go to www.APHW.org and log in to fill this form online
- ◆ Complete form and fax to (888)479-2652
- ◆ Complete form, scan, and email to aphwoffice@comcast.net
- ◆ Complete form and click on submit form button on lower right hand corner of document

Property Information

Home Warranty Contract Number: _____
(Required Information)

Address: 4885 Emerald Lane

City: Brunswick State: Active Zip: 44212

Client's Name: Charles & Christina Lupica

Client's E-mail: CMFAMP173@aol.com

Client's Phone: _____

Closing Date: 06/01/2015

Was this property professionally inspected?
 Yes Date of Inspection: _____
 No

Housing Information

- Single Family
- Condo
- Duplex
- Tri Plex
- Four Plex
- New Home Construction
- Foreclosure/Bank Owned

Number of Beds/Bath: 4 / 2.5

House Size: 1,888 sq/ft

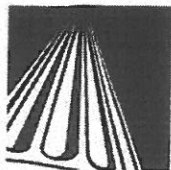
Garage Type
 None
 1 Car
 2 or More

Equipment Information

<u>Primary System/Appliance</u>	<u>Brand Name</u>	<u>Primary System/Appliance</u>	<u>Brand Name</u>
Range	<u>Samsung</u>	Water Heater	<u>General Electric</u>
Furnace/Heat Source	<u>Trane</u>	Refrigerator	<u>Frigidaire Professional</u>
Air Conditioner	<u>Trane</u>	Dishwasher	<u>Maytag</u>

Completed by: George Faddoul
Date: 04/23/2015

Real Estate Office Name: Keller Williams GCSW
City: Strongsville
State: Ohio E-mail: gmfaddoul@gmail.com



Realty Trust Services



AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONCURRENCY / CONTINGENCIES

1 This is an Amendment to the Purchase AGREEMENT dated (Acceptance), 4-23-2015
2 for the purchase and sale of the property known as (street address)

3 4885 Emerald Lane BAUNSWICK, OH

4 between Charles M. Lupica & Christina Lupica (BUYER)

5 and _____ (SELLER).

6 The following changes and/or additions are hereby mutually agreed upon by the BUYER(S)
7 and the SELLER(S):

8 **FINANCING:** BUYER(S) loan commitment to be obtained on or about _____.

9 **CLOSING:** Funds and Documents to be placed in escrow on or before _____
10 and title shall be transferred on or about _____.

11 **POSSESSION:** Sellers shall deliver possession to BUYER(S) on _____.
12 AM PM provided the title has transferred.

13 **HOUSE SALE CONCURRENCY:** Removed subject to the financing conditions listed in the
14 purchase AGREEMENT.

15 **HOUSE SALE CONTINGENCY:** Removed subject to obtaining the necessary mortgage
16 financing, as stated on the purchase AGREEMENT
17 including the use of an equity line or bridge loan in an
18 amount necessary to purchase the property.

19 **INSPECTION CONTINGENCIES:**

20 1. General Home Inspection Removed Removed subject to conditions listed below.

21 2. Septic System Inspection Removed Removed subject to conditions listed below.

22 3. Water Potability Inspection Removed Removed subject to conditions listed below.

23 4. Well Flow Rate Removed Removed subject to conditions listed below.

24 5. Radon Removed Removed subject to conditions listed below.

25 6. Other(s) Secondary Removed Removed subject to conditions listed below.

26 Inspect Removed Removed subject to conditions listed below.

27 _____ Removed Removed subject to conditions listed below.

28 _____ Removed Removed subject to conditions listed below.

29 7. Pest/Wood Destroying Insect Removed Removed subject to conditions listed below.

30 8. Lead Based Paint Inspection Removed Removed subject to conditions listed below.

31 **CONDITIONS:** Buyers to remove all inspections.

32 Sellers agree to leave washer & dryer, living

33 room couches & chair

34 _____

35 ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT TO REMAIN IN
36 FULL FORCE AND EFFECT.

37 Charles M Lupica 5-4-15
38 BUYER DATE

Christina Lupica 5-4-15
BUYER DATE

39 Joseph Faddoul
40 SELLER DATE

Rachael Annex
SELLER DATE

dotloop verified
05/07/15 3:03PM EDT
I2BH-MRGU-ASVZ-LRAX

dotloop verified
05/07/15 3:54PM EDT
D8Y5-DWD9-FQTD-WXL



Realty Trust Services



6

COMMISSION LETTER TO ESCROW AGENT

ATTENTION: Don

DATE: 5-4-2015

PROPERTY ADDRESS: 4885 Emerald Lane

CITY, STATE, ZIP: Baunswick OH 44212

LISTING COMPANY: KW GC SW

COMMISSION TO LIST COMPANY: Per agent

SELLING COMPANY: Realty Trust Services - chris kaylor

COMMISSION TO SELLING COMPANY: \$4960.00



Realty Trust Services
Sales, Management & Leasing




Cutting edge, comprehensive and conscientious real estate solutions™

Christopher Kaylor
Realtor, CMRS



Direct phone: (330) 840-1073
Fax: (440) 226-8287
Email: ChrisCKaylor@gmail.com
Website: ChristopherKaylor.com
Facebook: Facebook.com/CKPropertyFinder
Skype: Chriskaylor
29550 Detroit Road, Suite 102, Westlake, OH 44145

n



Christopher Kaylor
Realtor CMRS - Realty Trust Services LLC

Cell: 330-840-1073
chriskaylor@gmail.com

Cross Property Agent Full



Residential MLS: **3681636** Active
4885 Emerald Ln, Brunswick, OH 44212
 Area: **701-Brunswick, Brunswick Hills**Twp:
 Subtype: **Single Family** Subdiv: **Lockwood**
 Parcel ID #: **001-02A-11-051** County: **Medina**

Open House:
 Supplements: **1**

Directions: **West Off Substation Between Grafton Road And Boston Road**

List Price: **\$199,900**
 Sold Price:
 List Date: **01/31/15**
 List Date Rec: **01/31/15**
 Pending Date:
 Off Mkt Date:
 Closing Date:
 Contingent Dt:
 Exp. Date:
 DOM/CDOM: **63/63**
 \$/SqFt: **\$105.88**

Recent Change: 04/09/2015 : DOWN : \$218,000->\$199,900

Annual Taxes: 3123	Homestead: No	Assessments: Yes	School Dist: Brunswick CSD
# Bedrooms: 4	Approx Sqft/Source: 1888/Auditors Website	House Faces: South	Disability Feat: No
# Baths: 3 (2 1)	Tot Liv Area/Source: 2300/Owner	Exterior: Other	Warranty: No
# Rooms: 8	Lot Size (acres): 0.2700 Irr:	Roof: Asphalt/Fiberglass	Fixer Upper: No
# Fireplaces: 1	Lot Size Source: Auditors Website	Year Built: 1991	Public Trans: No
# Stories: 2	Lot Front/Depth: main: 0 upper: 2	Construction: Actual YBT	Avail for Auction: No
Full Bath level/#: lower: 0	main: 1 upper: 0	Dwelling Type: Full	Auction Date:
1/2 Bath level/#: lower: 0		Fence:	
Style: Colonial		Nat Resource	
Basement: Yes/Finished		Rights:	
Heating Type/Fuel: Forced Air / Gas		Water/Sewer: Public Sewer,Public Water	
Cooling Type: Central Air		Garage Feat: Access from Unit,Attached,Door Opener	
Garage # Cars: 2	Driveway: Paved		
Exterior Features:			
Lot Description:			
View Description:			
Appliances/Equip: Dishwasher,Garbage Disposal,Microwave,Oven,Range,Refrigerator,Security System,Smoke Detector			
Amenities:			

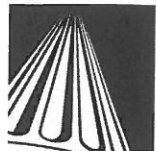
Room Name	Dim	Lvl	Wnd Trtmt	Fireplace	Flooring
Living Room	12 x 10	First	Yes	No	Carpet
Family Room	19 x 12	First	Yes	Yes	Carpet
Eat-in Kitchen	17 x 12	First	Yes	No	Ceramic
Dining Room	12 x 10	First	Yes	No	Laminate
Master Bedroom	14 x 13	Second	Yes	No	Carpet
Bedroom	12 x 10	Second	Yes	No	Carpet
Bedroom	12 x 10	Second	Yes	No	Carpet
Bedroom	12 x 10	Second	Yes	No	Carpet
Recreation Room	21 x 19	Second	No	No	Carpet

Remarks: **Welcome to this beautiful, move-in ready colonial in desirable Brunswick Hills! Family room boasts warm, gas fireplace. Eat-in Kitchen with luxurious tile backsplash (2013) also includes newer high end stainless steel refrigerator (2012), microwave (2012), gas range/oven (2013) and custom built wine racks! The sun-lit dining room features gleaming laminate wood floors (2014) and beautiful crown moulding. Upstairs, the spacious owner's suite includes two big closets (one walk-in, one step-in), ceiling fan and a great full bathroom. Two of the other bedrooms also have ceiling fans and plenty of closet space! Built-in, lighted shelving in bedroom 1 adds a special touch. The partially finished basement with wine fridge adds ample living space with glass block windows and seemingly endless storage room! Step outside to a beautiful, private, fully fenced-in backyard featuring a wood deck, storage shed, swing-set/jungle gym, built-in fire pit, and gardening space! The garage has cold and hot water, spill-proof floor coating (2012), and newer garage door opener and springs (2013). No HOA! Schedule a showing today!**

Office Information: 2717/Keller Williams Grt Cleve SW	(440) 572-1200 F:(440) 572-1201	http://www.kwclevelandsw.com
List Agent: 2012002321/George M. Faddoul	(440) 829-1822	gmfaddoul@gmail.com
Co-Lister:		
Showing Instruct: Showing Service	440-686-0100	List Type: Exclusive Right
Showing Info: LA to let you in Dog will not be present at listings	Internet Listing: Yes	Limited Service: No
	Occupied: Yes	Possession: Negotiable
	Ownership: Yes	Short Sale: No
Buy Broker Comp: 3/2	Show Add Client: Yes	
Other Comp: Graduated	Comp Explain: 3% on 1st \$100k, 2% on remainder	
Available Finance: Cash,Conventional,FHA/VA		
Broker Remarks: Weekend showings only please, unless urgent and approved by seller! Basketball hoop outside & large desk in living room are negotiable. NO HOA Security system wired, but not functional Swing set/jungle gym in backyard stays! All window treatments stay! Seller is related to listing agent.		

Comparable Information: /	Orig List Price: \$225,000	Financed:
Sell Agent:	List Price: \$199,900	Sale Date:
Co-Seller:	Sold Price:	Closed By:
		Seller Giveback:

Prepared By: Christopher C. Kaylor Information is Believed To Be Accurate But Not Guaranteed Date Printed: 04/21/2015



**Realty Trust
Services**



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

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

Representing the Sellers

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

Representing Buyers

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

Dual Agency

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

Representing Both the Buyer & Seller

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

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

Working With Realty Trust Services

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

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

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

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

Working With Other Brokerages

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

Fair Housing Statement

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

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

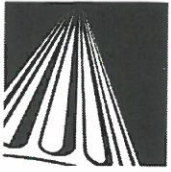
Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Charles M Lupica III
Name (Please Print)

Charles M Lupica III 4-21-15
Signature Date

Christina Lupica
Name (Please Print)

Christina Lupica 4-21-15
Signature Date



Realty Trust
Services



WALK-THROUGH ADDENDUM

This addendum is made part of the Agreement between

Charles M. Lupica III Christina F. Kupcia (Buyer) AND

_____ (Seller) for

4885 Emerald Lane Brunswick, OH 44212 (the "Property") with

offer dated 4/21/15.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about

3 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no Issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property. In the event that the walk-through presents evidence of a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing.

Thereafter, the parties shall mutually agree in writing upon an amount to be either;

1. Held in escrow from Seller's proceeds pending correction of the material adverse change; or
2. Credited to Buyer through escrow at the time of title transfer.

Any and all items not part of this Agreement are to be removed from the Property prior to the date of possession, and the Property is to be left in "broom clean" condition.

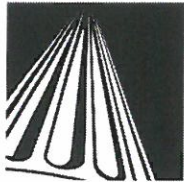
Charles M. Lupica III 4-21-15
Buyer Date

Seller Date

Christina Lupica 4-21-15
Buyer Date

Seller Date


C.



**Realty Trust
Services**



Promissory Note

<i>Promissory Note</i>	\$ <u>1,000.00</u>	Date <u>4-22-15</u>
	4 days from acceptance	
	ON DEMAND after date, _____ promise to pay to the order of REALTY TRUST SERVICES	
	with interest at <u>ZERO</u> percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.	
DUE DATE ON DEMAND		<u>Charles M Lupin</u> <u>Christine Lupin</u>
Approved forms – The Cleveland Area Board of REALTORS®		



STATE OF OHIO
DEPARTMENT OF COMMERCE

2013

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 RA Date 01/31/2015
Owner's Initials [Signature] Date _____
01/31/15 8:55PM EST

Purchaser's Initials CM Date 4-21-15
Purchaser's Initials [Signature] Date 4-21-15



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: 4885 Emerald Ln Brunswick 44212

Owners Name(s): Joseph Faddoul and Rachael Annes

Date: 01/31/2015

Owner [X] is [] is not occupying the property. If owner is occupying the property, since what date: 12/30/2009

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 [X], 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 No [X] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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 [X], 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? [] Yes [X] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

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 [X] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [Signature] Date 01/31/2015

Purchaser's Initials [Signature] Date 4-21-15

Property Address 4885 Emerald Ln Brunswick 44212

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: _____

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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
7) Lawn sprinkler	<input type="checkbox"/>	<input 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 RA Date 01/31/2015
Owner's Initials 8:44PM EST Date 01/31/2015
01/31/15
8:55PM EST

Purchaser's Initials CM Date 4-21-15
Purchaser's Initials CA Date 4-21-15

Property Address 4885 Emerald Ln Brunswick 44212

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: Yes No Unknown
Is the property located in a designated flood plain?
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?

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 4) Shared Driveway
2) Boundary Dispute 5) Party Walls
3) Recent Boundary Change 6) Encroachments From or on Adjacent Property
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:

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  Date 01/31/2015
Owner's Initials  Date 01/31/2015
8:55PM EST

Purchaser's Initials  Date 4-21-15
Purchaser's Initials  Date 4-21-15

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: <u>Rachael Aunes</u>	DATE: _____	dotloop verified 01/31/15 8:44PM EST MKUY-CGCK-ICHG-XIII
OWNER: <u>Joseph Faddoul</u>	DATE: _____	dotloop verified 01/31/15 8:55PM EST WMMW-DKXH-FJPNJED8

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: <u>Charles M. Simpson III</u>	DATE: <u>4-21-15</u>
PURCHASER: <u>Christina Dupica</u>	DATE: <u>4-21-15</u>