



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

DOTER		6 reen	Naclan	Manar	/	oners to buy wi
PROPER	TY located at _	26878	Dagley	ra g		
City	olmst	red Tw	<u> </u>	, Ohio, Zip_	4413	8
Permane	nt Parcel No. 2	62-27-019	, and further des	scribed as being:		
appurtena now on the awnings, control under The followall dishward grill; after	ant rights, priviled to property: all e screens, storm with smoke detectiving items shall a sher; a washer; burner stove inse	ER accepts in its "Ages and easements lectrical, heating, pwindows, curtain arrors, garage door of laso remain: Gryper; glass doors; gl	and all buildings of the control of	and fixtures, inclusion fixtures; all vigiliandscaping, controls; all ge and oven; or main conditioner; all wair conditioner; all existing wind	iding such of the window and door disposal, TV and permanently attainer owave; I kitch control air condow treatments;	following as ar shades, blinds tenna, rotor an ached carpeting hen refrigerato ditioning; ga ceiling fan(s
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PRICE BI Payable a Earnest ri interest I purchase Check formati below formati below	JYER shall pay to see follows: noney paid to Brobe aring trust ac price. to be deposed on the see follows: 1.00 to 1.	oker will be deposite ecount and credit ited immediately g AGREEMENT, d within four (4) g AGREEMENT,	ed in a non- ed against upon the as defined days after as defined	1,000.00 BO 490	All in Fed	
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after acce despite Bl and void.	ptance and shall JYER's good fait Upon signing of	make a written and the state of	nent for that loan nitment has not be SELLER and BU	on or about en obtained, then YER, the earnest	this AGREEME money deposit si	days NT shall be nul hall be returned
	CABOR, LoCAR, LCA		2 Mails	BUYER'S INITIAL:	1/17/1	© Form 100

43 44 45 46	NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
47 48 49	with the lending institution or escrow company on or before work and one or about transferred on or about transferred or ab
50 51 52 53 54	POSSESSION SELLER shall deliver possession to BUYER on
55 56 57 58 59 60 61 62 63 64 65 66	required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish at Owner's Fee Policy of Title Insurance from All Real Estate Solutions (title company – if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish at Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neithe BUYER, SELLER nor any REALTOR(S)* shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.
68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84	PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available of the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax 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 property being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on reserve once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following:
36 37 38 39	In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment. CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 91 92 93	estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g) other
95	(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession.

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOR and the Cuvahoga County Bar Association
Revised May 1, 2000
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SELLER'S INITIALS AND DATE
BUYER'S INITIALS AND DATE

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96 97 98	whicheve the SELL BUYER.	r is later. The escrow agent shall withhold \$ 200,000 from from from from final water and sewer bills. Tenant security deposits, if any, shall be security deposits.		Is due SELLER for I in escrow to the	
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 th	ne deed and any mortgage, and d) other			
102		. BUYER shall secure	new insurance	e on the property.	
103 104 105 106	BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which \square will \square will not be provided at a cost of \square charged to \square SELLER \square BUYER from escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.				
107 108	The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.				
109 110		BUYER(s) hereby authorize and instruct the escrow agent to send a ont Statement to the Brokers listed on this AGREEMENT promptly after on the Brokers listed on the AGREEMENT promptly after the statement to the Brokers listed on this AGREEMENT promptly after the statement of the Brokers listed on this AGREEMENT promptly after the statement of the Brokers listed on the Brok		fully signed HUD1	
111 112 113 114 115 116 117 118 119 120	BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or				
121 122	NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.				
123 124 125	not indica	X V/17/5 (initials) BUYER elects to waive each professional ated "YES." Any failure by BUYER to perform any inspection indicated in and shall be deemed absolute acceptance of the Property by BUYER is	"YES" herein i	s a waiver of such	
126	Choice	Inspection	Exper	ise	
127	Yes No	E	BUYER's	SELLER's	
128	a p	GENERAL HOME days from formation of AGREEMENT			
129		SEPTIC SYSTEM days from formation of AGREEMENT			
130	0 0	WATER POTABILITY days from formation of AGREEMEN	T D		
131	0 0	WELL FLOW RATE days from formation of AGREEMENT			
132	0 0	RADON days from formation of AGREEMENT			
133	0 0	OTHER days from formation of AGREEMENT			
134					
135 136 137 138 139 140	inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent				
141 142	Amendm	operty is accepted in its "AS IS" PRESENT PHYSICAL CONDITION ent To Purchase AGREEMENT removing the inspection contingency and CABOR, Locar, Locar, Gecar, Mounta Bor and the Cuyahoga County Bar Association 71, 2000 SEIL EV'S INITIALS AND DATE BUYER'S INITIAL	this AGREE		



in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall 143 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing 144 145 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).

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 156 for BUYER to review and approve any conditions corrected by SELLER.

PEST/WOOD DESTROYING INSECTS An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of QBUYER's or QSELLER's choice at QBUYER's DSELLER's expense and such agency's written report shall be made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or 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 DIEVYER OR D SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

Yes No LEAD BASED PAINT BUYER shall have the right to have a risk assessment or inspection of the property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (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 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 of repairs, SELLER will 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 with 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.

183 BUYER A HAS (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 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED 187 188 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.

MEGAN'S LAW SELLER warrants 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 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's office for additional 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

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	197 198 199 200 201 202 203	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 or the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date or 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) unless otherwise disclosed on this AGREEMENT or on the Residential Property Disclosure Form.
	204 205	BUYER DIAS (BUYER's initials) received a copy of the Residential Property Disclosure Form signed by SELLER on (date) prior to writing this offer.
	206 207 208 209	BUYER A 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 10 days from receipt.
	210 211 212 213 214 215 216	SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or ordinances. SELLER will 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 SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will 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.
	217 218 219 220 221 222 223 224 225	REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Residential Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) 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, structures or 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 Broker(s) or their agents that you relied upon when purchasing this property (if none, write "none"). NONE
	226	
	227 228 229 230	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. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.
2 2 2 2 2	231 232 233 234 235 236 237 238	BINDING AGREEMENT Upon written acceptance and then either written or verbal notice of such acceptance to the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days. This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.
2 2 2	.40 !41 !42	ADDENDA The additional terms and conditions in the attached addenda Agency Disclosure Form Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale Contingency Addendum House Sale Concurrency Addendum Acead Based Paint Other Agency are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting terms in the purchase AGREEMENT.



BUYER'S INITIALS AND DATE

244	Green Poin	+ Management	
245	(BUYER)	(ADDRESS AND ZIP CODE)	
246 247	(BUYER)	> 330- C35-5717 (PHONE NO.)	> <u>/////</u> (DATE)
248 249	DEPOSIT RECEIPT Re subject to terms of the al	ceipt is hereby acknowledged, of \$__\000c00 bove offer.	☐ check ☐ note, earnest money,
250	By: Christopher Kaylor	Office: REALTY TRUST SERVIC	ES Phone: 3308401073
251	ACCEPTANCE SELLE	R accepts the above offer and irrevocably instru	ucts the escrow agent to pay from
252	SELLER's escrow funds	a commission of Flat Total \$ 2,50	percent (%)
253		REALTY TRUST SERVICES	(Broker)
254	29550 Detroit Road St	uite 102 Westlake OH 44145	(Address)
255	and PER LISTING		percent (%) of the
256	purchase price to PER	listing - Reduced Flat Rate 9	12,500,00 (Broker)
257			(Address)
258	as the sole procuring age	nts in this transaction.	
259 260 261	(SELLER)	(ADDRESS AND ZIP CODE)	OH 44017
262	(PRINT SELLER'S NAM	(PHONE NO.)	(DATE)
262	W.871		
263 264	SELLERY	(ADDRESS AND ZIP CODE	•
265 266	Alia J. Nunce	uri 440.241.8677	(DATE) ZOLS
267 268	The following information Brokers or their agents at	is provided solely for the Multiple Listing Service and is not part of the terms of the Purchase AGREEM	s' use and will be completed by the ENT.
269	Multiple Listing Information	n	
270 271	(Listing agent name)	Kaylor 2011003065 (Listing agent license #)	
272 273	Legity TAUS (Listing broker name)	+ Solvics 9165 (Listing broker office #)	
274	Christopher Kaylor	2011003065	
275	(Selling agent name)	(Selling agent license #)	
276	Realty Trust Services	9165	
277	(Selling broker name)	(Selling broker office #)	

BASEMENT & FOUNDATION ADDENDUM

This Addendum is attached to and made part of the Purchase Agreement between the undersigned SELLERS and PURCHASERS dated 11/17/ 20/15, which involves the sale and purchase of real property located at: 26 878 Bagley Rd Olmsted Tab., Ohio, (Property).

- 1. It is understood and agreed by the PURCHASERS and the SELLERS that the provisions of this Addendum will survive the transfer of title to the property.
- 2. SELLERS acknowledge that they have disclosed to the PURCHASERS any and all known water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation. The SELLERS have also disclosed to the PURCHASERS any and all repairs, alterations or modifications to the property or other attempts to control any water dampness problems in the basement, crawl space, slab or foundation made during the period of the SELLERS ownership.
- 3. SELLERS assume all responsibility for disclosure of any defects to the property and agree to indemnify any brokerage firm or real estate agent connected with this transaction against any and all expenses and losses arising out of any and all claims in relation to any water leakage, water accumulation, excess dampness or any other defects related to the basement, crawl space, slab or foundation.
- 4. The PURCHASERS further understand and agree that it is not the responsibility of the brokerage firm or real estate agent to inspect the property and agree to waive all liability and hold harmless any brokerage firm or real estate agent connected with this transaction in relation to any water leakage, water accumulation, excess dampness or other defects related to the basement, crawl space, slab or foundation.

All other terms, provisions and conditions of the Agreement shall remain in full force and effect except as herein modified and supplemented. IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth below the signature of each of the parties.

PURCHASERS:

IVIT//S

Date:

SELLERS:

rsus.

Date: