



# 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: 1318 W 76th St, Cleveland, OH 44102

Buyer(s): Nicole Liambeis

Seller(s): 2 Toms LLC

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

The buyer will be represented by Greg Erlanger / The EZ Sales Team, and Keller Williams GCW  
AGENT(S) BROKERAGE

The seller will be represented by Christopher G. Obrycki, 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.

Nicole Liambeis  
dotloop verified  
10/27/15 9:10PM EDT  
H5G4-XQR5-E2N5-NM3V

BUYER/TENANT

[Signature]

SELLER/LANDLORD

\_\_\_\_\_

BUYER/TENANT

\_\_\_\_\_

SELLER/LANDLORD

# 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, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



Buyer's Initials:    
10/27/15 9:00PM EDT

Seller's Initials: 



### OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

1 BUYER: The undersigned Nicole Liambeis offers to buy the following  
2 described property located at: 1318 W 76th St, Cleveland, OH 44102  
3 \_\_\_\_\_, Ohio, (the "Property"). Permanent Parcel No. 002-02-036

4 The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all  
5 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on  
6 the Property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings,  
7 screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door  
8 opener(s) and all \_\_\_\_\_ controls; all permanently attached carpeting. The following items shall also remain:  satellite dish;   
9 range and oven;  microwave;  kitchen refrigerator;  dishwasher;  washer;  dryer;  radiator covers;  window air  
10 conditioner;  central air conditioning;  gas grill;  fireplace tools;  screen;  glass doors;  fireplace grates;  all existing  
11 window treatments;  ceiling fan(s);  wood burner stove inserts;  gas logs; and  water softener.

12 **Also included:** \_\_\_\_\_

13 **NOT included:** \_\_\_\_\_

14 \_\_\_\_\_

15  
16 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, will become a primary offer  
17 upon BUYER'S receipt of a signed copy of the release of the primary offer on or before \_\_\_\_\_. BUYER  
18 shall have the right to terminate this secondary offer at any time prior to BUYER'S receipt of said copy of the release of the  
19 primary offer by delivering written notice to the SELLER or to SELLER'S agent. BUYER shall deposit earnest money within four  
20 (4) days of becoming the primary offer.

21  
22 **PRICE:** BUYER shall pay the sum of \$239,500.00  
23 payable as follows:

24  
25 **Earnest Money** paid to Escrow Agent or Broker will be deposited  
26 in a non-interest bearing trust account and credited  
27 against purchase price: \$1000-

28  Check to be made payable to Broker or Escrow Agent and deposited immediately upon the formation of a binding  
29 Agreement

30  Note to be redeemed within two (2) days after formation of a binding Agreement, as defined herein.

31  
32 Cash downpayment to be deposited in escrow: \$20%

33  
34 Mortgage loan to be obtained by BUYER: \$80%

35  
36  CONVENTIONAL,  FHA,  VA,  CASH,  OTHER seller to contribute 4% toward buyer closing costs, pre pids, points

37 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within  
38 14 days after Acceptance, as hereinafter defined, and obtaining a written commitment for that loan on or  
39 about 11/10/2015. If, despite BUYER'S good faith efforts, that commitment is not timely obtained, then this  
40 AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit  
41 shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents. NOTE: In  
42 the event of a dispute between the parties regarding the earnest money, the Escrow Agent or Broker (the "Depository") is  
43 required by Ohio law to maintain such funds in its trust account until its receipt of (a) written mutual authorization of both parties  
44 specifying disbursement; or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two  
45 years from the date the earnest money was deposited with the Depository, the parties have not provided the Depository with  
46 such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Depository shall return  
47 the earnest money to BUYER with no further notice to Seller.

48  
49 **CLOSING:** All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending  
50 institution or escrow agent on or before 12/14/2015 and title shall be transferred on or about  
51 12/17/15

  
10/27/15  
9:07PM EDT  
Buyers' Initials

  
Sellers' Initials

52 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m., 0 day(s) after  
53 recording of the Deed or \_\_\_\_\_, whichever is later. BUYER agrees to transfer utilities  
54 commencing on the date of possession.

55 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with  
56 release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b)  
57 such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the  
58 use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not  
59 yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Ohio Real Title / Venture Land Title  
60 in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER  
61 shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept title subject  
62 to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither  
63 BUYER, SELLER nor any Broker or agents shall have any further liability to each other, and both BUYER and SELLER  
64 agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.  
65

66 **PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and  
67 assessments, and Homeowners Association fees and assessments, if any, shall be prorated by the Escrow Agent as of the  
68 date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The  
69 parties are advised to consult with the county auditor's office about the status of the Property taxes as the latest available tax  
70 duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration  
71 when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently  
72 completed or in the process of completion at the time of the Agreement, then the escrow agent is instructed to make a good  
73 faith estimate of the taxes to be owed on the value of the improved Property to the date of title transfer and reserve sufficient  
74 funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. The  
75 escrow agent is instructed to release the balance of the funds on reserve once it receives notice from the county auditor that  
76 the taxes on the land and improvements have been paid in full to the date of title transfer. The Escrow Agent shall withhold  
77 \$200-\_\_\_\_\_ from SELLER to secure payment of final water and sewer charges, if any. The Escrow Agent is instructed to  
78 either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER. In the event the  
79 Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),  BUYER  SELLER agrees to pay the  
80 amount of such recoupment.  
81


82 **CHARGES/ESCROW INSTRUCTIONS** This Agreement shall be used as escrow instructions subject to the Escrow  
83 Agent's standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs  
84 through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or incumbrance not  
85 assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d)  
86 prorations due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other \_\_\_\_\_  
87 \_\_\_\_\_ (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the  
88 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is  
89 later. Tenant security deposits, if any, shall be credited in escrow to the BUYER.  
90


91 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b)  
92 one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any  
93 mortgage; and d) other \_\_\_\_\_  
94

95 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by BUYER which   
96 will  will not be provided from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_, which shall  
97 be charged to  SELLER  BUYER through escrow at title transfer. The parties acknowledge that the limited home  
98 warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.  
99

100 **INSPECTION:** This Agreement shall be subject to the following inspection(s) by a professional inspector of BUYER'S choice  
101 within the specified number of days **from the date of Acceptance**, as herein defined. BUYER agrees that BUYER is  
102 solely responsible for retaining a professional inspector for each requested inspection and releases Broker and its agents from  
103 any and all liability regarding the selection or retention of inspector(s).  
104


105 **If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER'S**  
106 **agent and Broker. BUYER understands that all real property and improvements may contain defects and**  
107 **conditions that are not readily apparent and which may affect a property's use or value. The parties agree that the**  
108 **brokers and agents do not guarantee and in no way assume responsibility for the Property's condition. BUYER**  
109 **acknowledges that it is BUYER'S own duty to exercise reasonable care to inspect and make diligent inquiry of the**  
110 **SELLER or BUYER'S inspectors regarding the condition and systems of the Property. INSPECTIONS REQUIRED BY**  
111 **ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT REPLACE THE NEED FOR BUYER INSPECTIONS.**

Buyers' Initials  
  
10/27/15  
9:07PM EDT

Sellers' Initials  


Choice	Inspection		Expense	
	Yes	No	BUYER	SELLER
115	<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 7 _____ days	<input checked="" type="checkbox"/> <input type="checkbox"/>
116	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days	<input type="checkbox"/> <input type="checkbox"/>
117	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITTY _____ days	<input type="checkbox"/> <input type="checkbox"/>
118	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days	<input type="checkbox"/> <input type="checkbox"/>
119	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON 7 _____ days	<input checked="" type="checkbox"/> <input type="checkbox"/>
120	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER 10 _____ days	<input checked="" type="checkbox"/> <input type="checkbox"/>

(Specify) any inspection deemed necessary by general home inspector

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


After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) remove the Inspection contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER agreeing to have specific items 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 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.


If the Property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an Amendment to Purchase Agreement removing the inspection contingency and this Agreement will proceed in full force and effect. If the Property is accepted subject to the SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to agree in writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties within those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If the BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER shall provide a copy of the written inspection report to the SELLER and both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER without any further liability of either party to the other or to Broker(s).

The parties may agree IN WRITING to extend the dates for inspections, repairs, or the deadline for exercising 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.

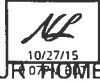
**PESTWOOD DESTROYING INSECTS:** An inspection of all structures on said premises shall be made by a licensed inspection or exterminating agency of BUYER'S or SELLER'S choice at BUYER'S SELLER'S expense and such agency's written report shall be made available to the BUYER before closing. If such report 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 sixty (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 by BUYER, in which case SELLER shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair and treatment if the cost exceeds \$500.00.


**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. 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 a written report, then 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 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

Buyers' Initials  
  
10/27/15  
9:07 PM EDT

Sellers' Initials  



171 Title Transfer with a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been  
172 remedied. If the SELLER declines to correct the deficiencies, BUYER  
173 may elect to terminate the AGREEMENT or accept the Property in its "AS IS" condition. BUYER may remove this right  
174 of inspection at any time without SELLER'S consent.


175  
176 BUYER  has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM  
177 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT  
178 HAZARDS."

179  
180 BUYER  HAS NOT  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY  
181 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT  
182 HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and  
183 approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

184  
185 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's  
186 department pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate  
187 and agrees to inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S  
188 own inquiry with the local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.

189  
190 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS  
191 IS" PRESENT PHYSICAL CONDITION, including any defects disclosed by the SELLER on the State of Ohio Residential  
192 Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the  
193 date of Acceptance as herein defined and the date of recording of the deed.



194  
195 BUYER  HAS  (BUYER'S initials) received a copy of the Residential Property Disclosure Form signed by  
196 SELLER on 10/27/15 9:07PM EDT (date) prior to writing this offer.



197  
198 BUYER  HAS NOT  (BUYER'S initials) received a copy of the Residential Property Disclosure Form. This  
199 offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER'S review and approval of the  
200 information contained on the disclosure form within \_\_\_\_\_ days from receipt. SELLER shall pay all costs for the repair of any  
201 gas line leak found between the street and foundation at the time of transfer of utilities. SELLER agrees to comply with any  
202 and all local governmental point of sale laws and/or ordinances. SELLER will promptly provide BUYER with copies of any  
203 notices received from government agencies to inspect or correct any current building code or health violations. If applicable,  
204 BUYER and SELLER shall have \_\_\_\_\_ days after receipt by BUYER of all notices to agree in writing which  
205 party will be responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER  
206 cannot agree in writing, this AGREEMENT may be declared null and void by either party.

207  
208 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that the SELLER has completed the Residential  
209 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements, errors or  
210 omissions made by the SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no  
211 obligation to verify or investigate the information provided by the SELLER on that form. BUYER has not relied on any  
212 representation by the Broker(s) and/or any agent(s) regarding the use or condition of the Property, square footage, zoning, lot  
213 dimensions, homeowners' fees, public and private assessments, utility bills, taxes or special assessments except as listed  
214 below (if none, indicate "none"):  
215 none

216  
217  
218 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price  
219 prior to title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction  
220 or terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the  
221 purchase price, then SELLER shall restore the Property to its prior condition.

222  
223 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur  
224 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal  
225 notice of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and  
226 addenda, shall become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns.  
227 This Agreement shall be made part of or be used as the escrow instructions and shall be subject to the Escrow Agent's  
228 standard conditions of escrow not inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to  
229 be performed by SELLER shall survive delivery and recording of the Deed.  
230

Buyers' Initials  
 

Sellers' Initials  
 

231 **ADDENDA:** The additional terms and conditions in the attached addenda  Agency Disclosure Form  Residential  
232 Property Disclosure Form  VA  FHA  FHA Home Inspection Notice "For Your Protection"  Condominium  
233 Addendum  Walk through  House Sale Contingency Addendum  House Sale Concurrency Addendum  Lead Based  
234 Paint Addendum  
235  Other aba are made part of this Agreement. The terms and conditions of any addenda  
236 supersede any conflicting terms of the Agreement.

237 Nicole Liambeis dotloop verified  
10/27/15 9:07PM EDT  
FPTB-IBCK-BPMW-4DOH  
238 \_\_\_\_\_  
239 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

240  
241 \_\_\_\_\_  
242 (BUYER) Date (Telephone) (E-MAIL ADDRESS)

246 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of a  check made payable to either Broker or Escrow Agent serving as  
247 Depository; (OR)  note in for the earnest money, subject to terms of the above offer.

248 By: Melissa Mellon dotloop verified  
10/27/15 8:56PM EDT  
EUT6-JQT9-4GPG-PDCM Office: kwgcw Phone: 4407599395

251 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from SELLER'S escrow  
252 funds a commission of three/two percent (3/2 %) of the purchase  
253 price to Broker at (address) Keller Williams Realty Greater Cleveland West / 30400 Detroit Rd, Suite 100 / Westlake, OH 44145  
254 and per listing % of the purchase price to  
255 realty trust services llc (cooperating broker, if any, at the following  
256 address) 29550 Detroit Road, Suite 102 westlake, oh 44145 as the sole procuring agents in this  
257 transaction.

258 [Signature] 10/28/15 2056 W. 38<sup>th</sup> St. Ck. 44113 gillts@gmail.com  
259 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)

262 \_\_\_\_\_  
263 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)

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

269 **Multiple Listing Information**  
270 Christopher G. Obrycki 2004007935  
271 (Listing agent name) (Listing agent license #)  
272 realty trust services llc 9165  
273 (Listing broker name) (Listing broker office #)  
274 Gregory Erlanger 2004000516  
275 (Selling agent name) (Selling agent license #)  
276 Keller Williams Realty Greater Cleveland West 2847  
277 (Selling broker name) (Selling broker office #)



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: 1318 W 76 STREET, CLE, 44102

Owners Name(s): 2 TOMS, LLC

Date: 10-15-15, 20

Owner is not occupying the property. If owner is occupying the property, since what date: If owner is not occupying the property, since what date: MAY 12, 2015

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 No 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) 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 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 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 No If "Yes", please describe and indicate any repairs completed:

Owner's Initials Date 10/15/15

Purchaser's Initials Date 10/27/15 9:00PM EDT



Property Address 1318 W 76th AVE, CLC 44102

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"/>	9) 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10) Central vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6) Fireplace/chimney	<input type="checkbox"/>	<input 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 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 type="checkbox"/>	<input checked="" type="checkbox"/>
2) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Urea-Formaldehyde Foam Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Radon Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. If "Yes", indicate level of gas if known _____			
5) Other toxic or hazardous substances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 JM Date 10/15/15  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials ML Date 10/27/15  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
9:00PM EDT

Property Address 1318 W 76 STREET, CLE, 44102

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?  Yes  No  
Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area?  Yes  No

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 JM Date 10/15/15  
Owner's Initials \_\_\_\_\_ Date \_\_\_\_\_

Purchaser's Initials NR Date 10/27/15  
Purchaser's Initials \_\_\_\_\_ Date \_\_\_\_\_  
9:00PM EDT

Property Address 1318 W 74 STREET, CLE, 44102

**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: *TR Mill* DATE: 10/15/15  
OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**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](http://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: *Nicole Liambeis* dotloop verified  
10/27/15 9:00PM EDT  
WYJ6-AJAX-GTKS-SG1G DATE: \_\_\_\_\_

PURCHASER: \_\_\_\_\_ DATE: \_\_\_\_\_



Page 1 of 2

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT  
Keller Williams® Realty GREATER CLEVELAND WEST**

To: Nicole Liambeis  
From: Keller Williams® Realty GREATER CLEVELAND WEST and Melissa Mellon and MDZ, LLC, EZ Sales Team  
Property Address: 1318 W 76th St, Cleveland, OH 44102  
Date: 10/27/15

This is to give you notice that Keller Williams® Realty GREATER CLEVELAND WEST and its agent MELISSA MELLON AND MDZ, LLC, EZ SALES TEAM has/have a business relationship with Venture Land Title Agency, LLC. Keller Williams® Realty GREATER CLEVELAND WEST and MELISSA MELLON AND MDZ, LLC, EZ SALES TEAM is/are equity owners of Venture Land Title Investors III, LLC. Venture Land Title Investors III, LLC owns 49% of Venture Land Title Agency, LLC. Because of this relationship, this referral may provide Keller Williams® Realty GREATER CLEVELAND WEST and its agent MELISSA MELLON AND MDZ, LLC, EZ SALES TEAM a financial or other benefit.

In addition, Venture Title Holdings, LLC owns 51% of Venture Land Title Agency, LLC. The owners of Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC have ownership in Venture Title Holdings, LLC. Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC will provide settlement services in conjunction with the services performed by Venture Land Title Agency, LLC. Because of the relationship between Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon and Ohio Real Title Agency, LLC and Venture Land Title Agency, LLC, this referral may provide Chicago Title Agency of Northeast Ohio, Inc., Lawyers Title Agency of Chardon, or Ohio Real Title Agency, LLC a financial or other benefit.

Further, this is to give you notice that Keller Williams® Realty Greater Cleveland West and many of its principals, have a business relationship with Realty Insurance Agency ("RIA"). These principals of Keller Williams® Realty Greater Cleveland West indirectly own 4% of RIA. Because of this relationship, this referral may provide Keller Williams® Realty GREATER CLEVELAND WEST and its principals a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

**Realty Insurance Agency, LLC:**

Insurance premiums vary with the amount of coverage. Policies for homes from \$50,000 to \$250,000 range from \$200.00 to \$1000.00.

**Venture Land Title Agency, LLC:**

Title insurance premium: As filed with the State of Ohio  
 Title examination fee: \$295.00 to \$395.00  
 Title Commitment fee: \$100.00

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Keller Williams® Realty GREATER CLEVELAND WEST and Melissa Mellon and MDZ, LLC, EZ Sales Team is/are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

*Nicole Liambeis* dotloop verified  
10/27/15 9 00PM EDT  
QYGC-HN1Y-LKLN-DNDM

Buyer/Borrower

Date

*[Signature]*

Seller

*10/28/15*

Date

Buyer/Borrower

Date

Seller

Date

### PROMISSORY NOTE

The undersigned hereby promises to pay to the order of Ohio Real Title  
the sum of one thousand dollars (\$1000-),  
and further agrees that this Promissory Note is payable on demand as of the date due pursuant to the Offer to  
Purchase and Acceptance for the property located at 1318 W 76th St, Cleveland, OH 44102,  
Ohio.

Signature: Nicole Lianbeis dotloop verified  
10/27/15 9:00PM EDT  
5GBR PXTT-OKIL-IA4M

Signature: *TH Gill*

Print Name: \_\_\_\_\_

Print Name: THOMAS GILL

Date: \_\_\_\_\_

Date: 10/28/15

# For Your Protection: Get a Home Inspection

Name of Buyer(s) Nicole Liambeis

Property Address 1318 W 76th St, Cleveland, OH 44102

## Why a Buyer Needs a Home Inspection

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

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

## Appraisals are Different from Home Inspections

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

- To estimate the market value of a house.
- To make sure that the house meets FHA minimum property standards/requirements.
- To make sure that the house is marketable.

## Radon Gas Testing

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

## Be an Informed Buyer

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

**I / We understand the importance of getting an independent home inspection. I / We have considered this before signing a contract with the seller for a home.**

- I / We choose to have a home inspection performed.
- I / We choose not to have a home inspection performed.
- I / We have received a list of at least 3 qualified inspectors.

X Nicole Liambeis dotloop verified  
10/27/15 9:00PM EDT  
VJKB-CVUS-UDD3-AKHB

Signature & Date

X \_\_\_\_\_

Signature & Date



### WALK THROUGH ADDENDUM

The following provisions are part of the Offer to Purchase Real estate and Acceptance between Nicole Liambeis (BUYER) and 2 toms llc (SELLER) for the Property located at 1318 W 76th St, Cleveland, OH 44102, Ohio, with offer dated 10/27/2015.

The parties hereby agree as follows:

1. Buyer will be given an opportunity to walk through the Property on or about 4 day(s) prior to 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 evidences 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: (a) held in escrow from Seller's proceeds pending correction of the material adverse change; or (b) credited to Buyer through escrow at the time of title transfer.
2. The Property shall be in broom clean condition and free of all personal property and debris at the time of possession.

BUYER: Nicole Liambeis dotloop verified  
10/27/15 9 00PM EDT  
C351-0MB2-YKDL-PCJ3

SELLER: [Signature]

BUYER: [Blank]

SELLER: [Blank]

DATE: \_\_\_\_\_

DATE: 10/28/15





October 27, 2015

Dear, Nicole:

It is with great pride and pleasure that US LENDING CORPORATION extends you the following pre-approval for the purchase for your new home based on credit and employment information already verified. From the onset of your application we have enjoyed working with you to accumulate the necessary documentation to arrive at this momentous occasion whereby we are able to issue your pre-approval commitment.

Secured by the property located at: **TBD**

**Loan Type: Conventional**

**Loan Amount: \$240,000.00**

We understand that financing your home is one of the most important decisions you make in a lifetime. US LENDING CORPORATION would like to make your experience as delightful as the time you spend in your home. Please feel free to call us if you have any questions. Thank you for your immediate attention.

Sincerely,

**Matt Nelson**

**Senior Vice President**

30400 Detroit Road Suite 306

Westlake Ohio 44145

(440) 527-1099 (Direct)

m.nelson@mysis.us

NMLS # 153907