



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Community Restoration Group, LLC offers to buy the
 2 **PROPERTY** located at 151 E 219th St, Euclid, OH 44123
 3 City _____, Ohio, Zip _____
 4 Permanent Parcel No. 642-08-039, and further described as being: _____

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 as per MLS # 3737514
 16 NOT included: _____

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 _____ (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 \$ ~~30,000.00~~ ~~XXXXXXXX~~ 28,500.00
 24 Payable as follows: 1,000.00
 25 Earnest money paid to Broker will be deposited in a non-
 26 interest bearing trust account and credited against
 27 purchase price. Check to be deposited immediately upon the
 28 formation of a binding AGREEMENT, as defined
 29 below on lines 231-238. 27,500.00
 30 Note to be redeemed within four (4) days after
 31 formation of a binding AGREEMENT, as defined
 32 below on lines 231-238.
 33 Cash to be deposited in escrow \$ ~~29,000.00~~ ~~XXXXXXXX~~ 34,000
 34 Mortgage loan to be obtained by BUYER \$ -0-
 35 CONVENTIONAL, FHA, VA, OTHER CASH

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within N/A days
 39 after acceptance and shall obtain a commitment for that loan on or about N/A. 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.

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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 30 days upon acceptance, and title shall be
49 transferred on or about 35 days upon acceptance.

50 **POSSESSION** SELLER shall deliver possession to BUYER on _____ (date) at _____ (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 _____ () days. Additional ^{NA} _____ days at a rate of
53 \$ _____ 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 Resource Title: Stephanie Zytowiecki (216) 520-1633 : stephaniez@rtnai.com
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 \$ 450.00 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 _____

102 _____, 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 \$ _____ 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** ^{CRG} (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 7** days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER 7 days from formation of AGREEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>

134 133; City POS. 128**Home inspection is for funding purposes only. This is an 'AS-IS' sale

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 removing the inspection contingency and this AGREEMENT will proceed

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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 _____ (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 CRG (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 5 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.

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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 _____ (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER CRG (date) prior to writing this offer.

206 BUYER HAS NOT CRG (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 5 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 _____ () 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 *Rental Rider Addendum
242 are made part of this AGREEMENT. **The terms and conditions of any addenda supersede any conflicting**
243 **terms in the purchase AGREEMENT.**

*Rental Rider Addendum applicable ONLY if tenant occupied

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BUYER'S INITIALS AND DATE

244 [Signature] --->
245 (BUYER) Community Restoration (ADDRESS AND ZIP CODE)

246 ---> --->
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: Sergio Picciuto Office: REALTY TRUST SERVICES Phone: 216-926-0135

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
252 SELLER's escrow funds a commission of Per listing agreement percent (%)
253 of the purchase price to Westway Realty (Broker)
254 15808 Lorain Ave Cleveland OH 44111 (Address)
255 and as per MLS percent (%) of the
256 purchase price to Realty Trust Services (Broker)
257 29550 Detroit Rd #102 Westlake, OH 44145 (Address)
258 as the sole procuring agents in this transaction.

USA Disney Reef Rays LLC - Joy Disney dotloop verified 11/24/15 10:01AM EST N03F-XQRG-9APK-IIGA

259 (SELLER) (ADDRESS AND ZIP CODE)
260 USA Disney Reef Rays LLC joy@drdisney.com
261 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)
262

263 (SELLER) (ADDRESS AND ZIP CODE)
264 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)
265
266

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 <u>Barbara L. Mattis</u>	<u>2010002711</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>Westway Realty Company</u>	<u>2980</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Sergio Picciuto</u>	<u>2011000511</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)



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: 151 E 219th St, Euclid, OH 44123

Buyer(s): Community Restoration Group, LLC

Seller(s): USA Disney Reef Rays LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Sergio Picciuto AGENT(S), and Realty Trust Services BROKERAGE.

The seller will be represented by Barbara L. Mattis AGENT(S), and Westway Realty Company 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.

Community Restoration Group (Nov 19, 2015)

BUYER/TENANT Community Restoration Group, DATE

USA Disney Reef Rays LLC - Joy Disney dotloop verified 11/24/15 10:01AM EST RVDD-KQOG-TOZZ-TUWC

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

Addendum A2
Rented Property Rider and Historical Evidence of Tenant Performance.

Address: 151 E 219th

DATE: 11-23-15

To be completed by Seller:

Tenant Name: Leroy Brown

Move In Date: 10.1.14

Lease start date: 11.1.15 Lease expiration date: 11.30.16

Lease Term: (circle one) MONTH-TO-MONTH ANNUAL OTHER _____

Does lease auto-renew? (circle one) YES NO - mtm status after lease expiration with \$100 mtm fee.

Are there any animals living at the residence? (circle one) YES NO

If yes: How many, type of animal(s) _____

Has tenant paid any kind of "pet deposit"? (circle one) YES NO
Pet deposit is (circle one) REFUNDABLE NON REFUNDABLE

Tenant employment status: (circle one) PART-TIME FULL-TIME UNEMPLOYED

Is rent subsidized? (circle one) YES NO
If yes, what program is providing subsidies, or who is paying on behalf of tenant? _____

Was a security deposit paid at move-in? (circle one) YES NO
If yes, what is the remaining balance of the security deposit? \$ 850.

What day of the month is rent due? pays twice a month \$530 for total of \$1060.

Does the tenant historically pay rent on time? (circle one) YES NO
Has rent ever been paid late? (circle one) YES NO
Is tenant behind on any rent payments? (circle one) YES NO
Are there any outstanding balances against the tenant? (circle one) YES NO
Is tenant currently at risk of being evicted? (circle one) YES NO

For the 4 most recent months, Please indicate the date that rent payments were received, what time period that rent was paid for, the amount of rent paid, and if the payments were made prior to a late penalty or late charge being incurred: no late fees charged.

Date Paid	Applicable time period	Amount paid	Paid in full?		On time?	
<u>*see attached info.</u>			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO

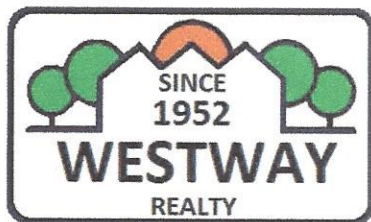
Seller's Declaration: * There was a death in the family and a temp. job transfer within Leroy's job - w/ security company causing
The above information is true and correct to the best of the seller's knowledge as of the date noted above. Seller agrees to notify the Buyer and disclose any material changes prior to closing.



Seller: Bob Matts, agent for owner, Prop. Mgr. Date: 11-23-15 rental delinquency.
Buyer: _____ Date: _____

Buyer Initials _____

Seller Initials UDR
11/24/15 10:01AM EST



October 27, 2015

Leroy Brown
151 E219th St.
Euclid, OH 44123

Hello Leroy,

Per our conversation today I am sending you the copies of the water/sewer bills. At this time the total balance due is \$858.47

Back in April when I sent the bill to you the total due was \$745.38. It appears that you went and paid \$445.38 and they applied the \$300 deposit to the balance on the account.

Going forward please do not make any more payments directly to the City of Cleveland Water Department. We will handle the billing and payments to them thru Westway Realty.

What we need to do is come up with a new monthly payment that will get you caught up over time with not only your past due rent and past due water/sewer, but also keep you current with the water/sewer.

Your total past due rent is	\$1,450.00
Your past due water sewer at this time is	\$ 858.47
Total past due	\$2,308.47 / 24 months = \$96.18 per month to pay
Future usage of water/sewer month	\$110.00 – based on usage for past 6 months.
Monthly rent payment currently	\$850.00

So the total monthly amount needed is **\$1060.00** – Would it help if you could pay this split in 2 payments. For example you would pay \$530.00 on November 9th pay and then \$530.00 on the November 23rd pay. And then continue paying the \$530.00 every time you get paid. That way you would be paying down your balance and keeping current.

If you agree to these terms and can afford to do this please let me know asap.

Sincerely,
Barb Mattis, Property Manager

15808 Lorain Ave. Cleveland OH 44111
P: 440-669-8973 F:440-398-8000

Westway Realty

Lease: Brown - Brown
Contact: Leroy Brown
Contact: Quianna Brown

Property Address: 151 E219th Street
Euclid, OH 44123

Balance as of 11/23/2015		Prepayments		Total Unpaid		Deposit Held		
\$1,888.47		\$0.00		\$1,888.47		\$0.00		
Transaction	Date	Ref #	Description	Payer Name	Deposit Date	Charges	Payments	Balance
Deposited Payment	11/09/2015	17306371734	Payment of \$110.00 applied to [11/01/15, acct 4001, \$110.00] and \$320.00 applied to [11/01/15, acct 4000, \$850.00] and \$100.00 applied to [10/01/15, acct 4000, \$850.00]	Leroy Brown	11/14/2015		\$530.00	\$1,888.47
Deposited Payment	11/09/2015	10627995388	Payment of \$100.00 applied to [09/01/15, acct 4000, \$850.00] and \$250.00 applied to [10/01/15, acct 4000, \$850.00]	Leroy Brown	11/09/2015		\$350.00	\$2,418.47
Deposited Payment	11/09/2015	10627995387	Payment of \$500.00 applied to [09/01/15, acct 4000, \$850.00]	Leroy Brown	11/09/2015		\$500.00	\$2,768.47
Paid Charge	11/01/2015		4001 - WATER			\$110.00		\$3,268.47
Partially Paid Charge	11/01/2015		4000 - Rent			\$850.00		\$3,158.47
Unpaid Charge	10/28/2015		5630 - Utility Expenses : WS 07.02-10.02			\$310.22		\$2,308.47
Unpaid Charge	10/28/2015		5630 - Utility Expenses : Water/sewer			\$548.25		\$1,998.25

04.02-07.02

Deposited Payment	10/05/2015	352011841	Payment of \$100.00 applied to [08/17/15, acct 4000, \$1,050.00] and \$250.00 applied to [09/01/15, acct 4000, \$850.00]	Leroy Brown	10/05/2015		\$350.00	\$1,450.00
Deposited Payment	10/05/2015	352011840	Payment of \$500.00 applied to [08/17/15, acct 4000, \$1,050.00]	Leroy Brown	10/05/2015		\$500.00	\$1,800.00
Partially Paid Charge	10/01/2015		4000 - Rent				\$850.00	\$2,300.00
Deposited Payment	09/16/2015	1447597179	Payment of \$450.00 applied to [08/17/15, acct 4000, \$1,050.00]	Leroy Brown	09/16/2015		\$450.00	\$1,450.00
Paid Charge	09/01/2015		4000 - Rent				\$850.00	\$1,900.00
Paid Charge	08/17/2015		4000 - Rent : July Bal and Aug Rent				\$1,050.00	\$1,050.00

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151 E 219th St. Euclid, OH 44123

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

CRG [X] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

X	[Signature]	7.27.15	X	[Signature]	7.27.15
	Seller Robert Disney	Date		Seller Joy Disney	Date
	Purchaser	Date		Commitment Group (Dec 2, 2015)	Date
	[Signature]	Date		[Signature]	Date
	Agent Barb L. Mattis	Date		Sergio Picciuto	Date
				Commitment Group (Dec 2, 2015)	