

# Realty Trust Services



## COMMISSION LETTER TO ESCROW AGENT

ATTENTION: Coleen Robinson

DATE: 1-26-2016

PROPERTY ADDRESS: 26840 Bagley Rd.

CITY, STATE, ZIP: Olmsted Falls, OH 44138

LISTING COMPANY: ERA Lentz

COMMISSION TO LIST COMPANY: Per them

SELLING COMPANY: Realty Trust Services - Chris Kaylor

COMMISSION TO SELLING COMPANY: \$1,000.00



**Realty Trust Services**  
Sales, Management & Leasing



Cutting edge, comprehensive and conscientious real estate solutions™

**Christopher Kaylor**  
Realtor, CMRS



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Website: [ChristopherKaylor.com](http://ChristopherKaylor.com)  
Facebook: [Facebook.com/CKPropertyFinder](https://www.facebook.com/CKPropertyFinder)  
Skype: [Chriskaylor](https://www.skype.com/Chriskaylor)  
29550 Detroit Road, Suite 102, Westlake, OH 44145





# 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: 26840 Bagley Rd Olmsted Falls, OH 44138  
Buyer(s): Green Point Management 21380 Lorain Rd Fairview Park OH 44126  
Seller(s): Finance of America Reverse LLC

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

The buyer will be represented by Christopher Kaylor, and Realty Trust Services  
AGENT(S) BROKERAGE

The seller will be represented by scott cohana, and ERA LENTZ ASSO  
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.

[Signature] 1-9-16  
BUYER/TENANT DATE  
Green Pointe Management  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE



45 **CERTIFICATION OF ACCURACY**

46 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they  
47 have provided is true and accurate.  
48

49 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
50 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
51 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
52 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
53 document shall be promptly delivered, if requested.  
54

55  
56 BUYER'S SIGNATURE 1-18-16 DATE SELLER'S SIGNATURE \_\_\_\_\_ DATE  
57 Green Pointe management PRINTED  
58  
59  
60  
61 BUYER'S SIGNATURE 1-18-16 DATE SELLER'S SIGNATURE \_\_\_\_\_ DATE  
62 managing partner PRINTED  
63 Christopher Kaylor  
64  
65  
66 BUYER'S SIGNATURE 1-18-16 DATE SELLER'S SIGNATURE \_\_\_\_\_ DATE  
67 Christy Hylton PRINTED  
68 SELLING BROKER DATE LISTING BROKER \_\_\_\_\_ DATE



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This is a legally binding contract, if not understood seek legal advice. **Form # 37**. Copyright IAR 2010.



(Property Address)



## Seller Addendum to Contract

Property Address: 26840 BAGLEY RD OLMSTED FALLS OH 44138

Effective Date: 1/18/2016

Buyer:

*[Signature]*  
*managing partner*  
*Green Pointe management*  
(please print)

Seller:

\_\_\_\_\_  
\_\_\_\_\_  
(please print)

For the purpose of this addendum:

"Seller" shall refer to all successors, assigns, affiliates, directors, officers, employees, owners, agents, and representatives associated and hired by named seller.

"Buyer" shall refer to all successors, assigns, affiliates, directors, officers, employees, owners, agents, and representatives associated and hired by named buyer.

"Property" shall refer to the property associated with the address listed above.

"Effective Date" shall refer to the date the contract shall be deemed fully ratified by both Buyer and Seller and listed above.

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS ADDENDUM WILL CONTROL, UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH THE SAME.

Time is of the essence in this Contract and Addendum.

Buyer's Initials RP6

Seller's Initials \_\_\_\_\_



**LIMITATION OF DAMAGES:**

Buyer agrees that their sole and exclusive remedy in the event of any Seller default is to terminate this Contract and to receive the return of any Earnest Money deposit. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be liable to the other for any special, consequential or punitive damages, whether at law or equity.

Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or COMPANY who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any other defects or conditions on the property. This release shall survive Closing.

**MISCELLANEOUS:**

This contract cannot be extended or assigned without prior written approval from seller.

**INVALID PROVISION/SEVERABILITY:**


If any provision of this Contract is held to be illegal, invalid, unenforceable under present or future laws, such provisions shall be fully severable, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and, the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Contract.

Buyer acknowledges that Seller obtained the Property by foreclosure or a deed in lieu of foreclosure.

In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.

Buyer and Seller approve and accept this Addendum and acknowledge and agree that this Addendum is a legally binding agreement and is made part of the Contract in like manner as if it were directly set forth therein. All other terms and conditions of the proposed Contract shall remain the same.

The terms of the Contract and this Addendum shall survive closing.

<p><b>Buyer:</b></p> <p><u>Green Pointe Management</u></p> <p><u></u></p> <p><u>managing partner</u></p> <p>Date: <u>1-18-16</u></p>
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<p><b>Seller:</b></p> <p>_____</p> <p>_____</p> <p>Date: _____</p>
--





**SingleSource**  
PROPERTY SOLUTIONS

Integrated mortgage services & property management solutions

333 Technology Drive  
Suite 102  
Canonsburg, PA 15317  
Phone: 1-866-620-7577  
Fax: 1-866-321-8989

**CONFIRMATION OF DOCUMENTS INCLUDED WITH PURCHASE AGREEMENT**

1. Counter Offer/Addendum – Buyer/Seller & Offer Terms
2. Counter Offer/Addendum A
3. Counter Offer/Addendum B – “As Is” Provision
4. Counter Offer/Addendum – As Is Purchase/Sale Agreement
5. Unrecorded Code Violation Disclosure
6. Chinese Drywall Addendum
7. Lead Base Paint Acknowledgement
8. Seller Addendum To Contract
9. Lead Base Paint Certification & Acknowledgement

**List any additional Addendums, Riders, etc that are included:**

STATE CONTRACT

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AGENCY DISCLOSURE

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*Green Pointe management*

Buyer

\_\_\_\_\_  
Seller

Buyer

*managing partner*





**SingleSource**  
PROPERTY SOLUTIONS

Integrated mortgage services & property management solutions

333 Technology Drive  
Suite 102  
Canonsburg, PA 15317  
Phone: 1-866-620-7577  
Fax: 1-866-321-8989

**LEAD BASE PAINT ACKNOWLEDGEMENT**

**Date:** 1/18/2016

**Property Address:** 26840 BAGLEY RD OLMSTED FALLS OH 44138

**Buyer(s) Name:** GREENE POINT MANAGEMENT

This is to acknowledge the "Seller" has no knowledge of Lead Base Paint for the above referenced property.

*GREEN Pointe management*  
Buyer \_\_\_\_\_ Date *1-18-16*

Seller \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]*  
Buyer \_\_\_\_\_ Date *1-18-16*  
*managing partner*

Seller \_\_\_\_\_ Date \_\_\_\_\_





**UNRECORDED CODE VIOLATION DISCLOSURE**


Purchaser acknowledges the possibility that there are currently unrecorded Local County, city and/or other municipal code violations ("Code Violations") with regard to the Property. Purchaser further acknowledges that he/she has had the opportunity to investigate, research and verify whether or not there currently exist any Code Violation(s) and further that he/she has consulted with, or has had the opportunity to consult with inspectors, contractors, attorneys, or other experts concerning these matters.

Purchaser acknowledges that Sellers and/or its affiliates, agents and/or authorized representatives have not made and will not make any representations or warranties expressed or implied regarding the existence of any Code Violations and/or the condition of the Property and further, Purchaser acknowledges that in the Sales Contract, Sellers have specifically disclaimed any representations and/or warranties regarding conformity of the Property to any zoning, land use and/or building code requirement and/or compliance with any laws, statutes, rules, ordinances, and/or regulations of any federal, state and/or local governmental authority, and/or the granting of any requirement permits and/or approvals, if any, of any governmental bodies that had jurisdiction over the construction nor the original structure, any improvement and/or any remodeling of the any structures and/or improvements on the property.

Purchaser hereby accepts the Property without regard to any current and/or future Code Violations, if any, and shall not seek reimbursement from Seller and/or any of its affiliates, agents and/or its authorized representatives for Code Violations that exist as of the date of close of escrow/settlement and further agrees that from and after the closing/settlement date Purchaser shall indemnify and hold harmless Seller, its affiliates and/or its agents and/or its authorized representatives from any and all losses, costs, expenses, liabilities, damages or penalties, including attorney's fees (if any) incurred by Purchaser(s) as a result of any Code Violations and/or the condition of the Property and/or compliance with any laws, codes, ordinances, with regard to the Property including those with respect to Code Violations.

Purchaser hereby acknowledges that an Owner's Title Insurance policy and Lender's extended policy will not cover any Code or Zoning Violations, penalties, fees, or assessments which are not disclosed on/by the local public properties record as of the date of the policy of title insurance.

PURCHASER: Green Pointe management LLC DATE: 1-18-16

PURCHASER:  DATE: 1-18-16  
managing partner





The following provisions are made part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract

between FINANCE OF AMERICA REVERSE LLC (Seller)

and GREENE POINT MANAGEMENT (Buyer)

concerning the Property located at 26840 BAGLEY RD OLMSTED FALLS OH 44138

Chinese/Defective Drywall: Due to building material shortages, some homes were built or renovated using defective drywall imported from or manufactured in China. Defective drywall reportedly emits levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks.

1. Seller's Knowledge: Except as indicated below, Seller has no knowledge of the presence of Chinese/defective drywall or of any records or reports pertaining to Chinese/defective drywall affecting the Property. (describe all known Chinese/defective drywall information and list all available documents pertaining to Chinese/defective drywall and provide documents, if any, to Buyer before accepting Buyer's offer)

2. Chinese/Defective Drywall Inspection: (Check One)

Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Chinese/defective drywall and accepts the drywall in the Property in its existing condition.

Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Chinese/defective drywall within \_\_\_\_\_ days from the Effective Date ("Drywall Inspection Period"). Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections. If the inspection or risk assessment reveals the presence of Chinese/defective drywall or reveals damage to the Property resulting from the defective drywall and the cost to remove/replace the defective drywall or damage resulting from the defective drywall exceeds \$ \_\_\_\_\_ (\$500 if left blank), Buyer may cancel the Contract by giving written notice to the Seller within 3 days from the end of the Drywall Inspection Period and receive a refund of the deposit. If Buyer fails to cancel timely or fails to conduct the inspections permitted in this paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

3. Professional Advice: Buyer acknowledges that all representations about Chinese/defective drywall by Broker are based on Seller representations and that Broker has not conducted any independent investigations to verify the accuracy or completeness of the information. Buyer agrees to rely solely on Seller, professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Chinese/defective drywall.

1-18-16  
Date \_\_\_\_\_  
Seller \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer GREENPOINT MANAGEMENT

1-18-16  
Date \_\_\_\_\_  
Seller \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer MANAGING PARTNER







96 whichever is later. The escrow agent shall withhold \$ \_\_\_\_\_ 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 FHAVA DO NOT  
122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER**  RPG (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	
128	<input type="checkbox"/>	<input checked="" type="checkbox"/>	GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/>	<input checked="" type="checkbox"/>	RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER <u>1-3</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134	<u>Final walk thru prior to closing</u>				

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

Approved by CABOR, LoCAR, LcAR, GeCAR, Medina BOR and the Cuyahoga County Bar Association

Revised May 1, 2000  
Page 3 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE RPG 1-9-16

© Form 100



**LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**  
**(SALES)**

1 **PROPERTY ADDRESS:** 26840 BAGLEY RD OLMSTED FALLS OH 44138  
2

3 **LEAD WARNING STATEMENT**

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

12  
13 **SELLER'S DISCLOSURE**

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

15 (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
16  
17  
18

19 (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
20

21  
22 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

23 (i)  Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate*  
24 *Sales Disclosure* form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the  
25 housing (list and attach documents below): \_\_\_\_\_  
26  
27

28 (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
29

30 **BUYER'S ACKNOWLEDGMENT (initial)**

31 (c.) hbe Buyer has received copies of all information listed above.

32 (d.) hbe Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) hbe Buyer has *(check (i) or (ii) below)*:

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

36 **OR**

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

39 **BROKER'S ACKNOWLEDGMENT (initial)**

40 (f.) AW Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard  
41 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.  
42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)  
43  
44

\_\_\_\_\_  
(Property Address)



**BUYER'S DUE DILIGENCE: INSPECTION AND REPAIRS**

Buyer shall make a complete inspection of Property within seven (7) days of the Effective Date of the Contract. Seller will make the Property available for a termite and pest inspection by a qualified inspector, retained by the Buyer at Buyer's expense. If the inspection reveals an infestation, Buyer will be responsible for any remediation (or repair) of the Property. If the Buyer's lender requires remediation prior to closing, Buyer will pay directly for the reasonable cost of the remediation, and will not receive any credit against the purchase price. In no event will Seller be obligated for any repairs, and/or credits as specified in the terms of the Contract.

Buyer acknowledges that they have been given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of the Buyer's choosing, and that in purchasing the Property, Buyer is not relying on Seller as to the condition or safety of the Property and/or any improvements thereon, including, but not limited to: electrical, plumbing, heating systems, sewage, roof condition, air conditioning (if any), foundations, soil and geology conditions, lot size or suitability of the Property and/or improvements for particular purposes, or that appliances (if any), plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any City, County, State and/or Federal statutes, codes, or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Buyer further states that they are relying solely upon their own inspection of the Property and not upon any representation made to them by any person whomsoever, and is purchasing the Property in the condition in which it now is, without any obligation on the part of the seller to make any changes, alterations, or repair thereto.

Buyer acknowledges that the Seller has not occupied the Property and does not warrant or represent that the Property or any alterations or additions which may have been made, conform to Applicable Law.

Buyer shall indemnify and fully protect, defend, and hold Seller harmless from and against any and all claims, liens, loss, damages, and costs and expenses of every kind and nature (including, but not limited to, attorneys' fees and court costs) that may be sustained by or made against the Seller or any damages to the Property or to any adjoining property, or any injury to Buyer or any other persons that may result or arise out of inspections made by Buyer or its agents prior to closing.

If Seller has agreed to pay for the cost of any repairs, such costs will be paid by Seller to the Contractors directly via the settlement statement as a disbursement of Seller's funds at settlement. In the event the closing does not occur, Buyer will be responsible for any costs incurred in connection with the Contract.

Buyer is responsible for any lender required repairs.

Seller is selling and Buyer is purchasing the Property in its present "As-Is" condition without representations or warranties of any nature.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer assumes responsibility to check with appropriate planning authority for intended use and holds the Seller harmless as to suitability for Buyer's intended use.

**BUYER'S DUE DILIGENCE: OTHER**

Buyer will be solely responsible for obtaining, at Buyer's expense, a survey acceptable to the title company or closing agent and any lender. In the event Seller is required to provide extended survey coverage, as may be normal and customary, Seller will not be required to do so if such a required survey has not been so obtained by the Buyer.

Seller will not pay for nor credit Buyer for VA, FHA, or other loan/financing costs or fees; nor will Seller pay for or credit any other costs, fees, survey, home warranty plan, inspections, or repairs unless otherwise stated. Seller credits will be applied as stated and agreed to in the Contract.

Buyer's Initials RPG

Seller's Initials \_\_\_\_\_



In the event the Property is occupied by one or more tenants, Seller makes no representations regarding: (a) the existence of a written lease agreement; (b) the term of such tenancy; (c) whether rent payments are current; (d) the amount of rent that should be paid; or (e) compliance with rent control, registration or other Applicable Laws. In addition, Seller does not hold any security deposits for any tenant and Buyer is solely responsible to any tenant for the return of any security deposits and any interest thereon.

If financing is involved, Buyer shall apply for a loan within five (5) calendar days from the effective date of the Contract and be approved within fifteen (15) calendar days from the date of application, or the Contract shall become Null and Void at Seller's option.

This sale is subject to HUD regulations that require a revised appraisal to be obtained every 120 days. Should an appraisal be obtained for a higher amount than the amount agreed upon in this contract to sell, the Seller must request that the sales price be increased to the most recent appraised value. Should the buyer not agree to the increase in price, the Buyer may cancel the contract and receive their earnest money. The Buyer will not have any other claims against the Seller for damages or costs incurred due to this requirement.

**SELLER'S REFUSAL TO ALLOW BUYER OCCUPANCY**

Under no circumstance will Buyer be allowed to occupy the Property prior to Closing. In the event the Buyer violates this prohibition, Seller will avail itself of all legal remedies. In the event Buyer alters or occupies, or permits any other person to alter or occupy, the Property prior to Closing, Buyer shall be in material default under the Contract and this Addendum, in which case Buyer shall forfeit the Earnest Money deposit and any rights to the Property, however altered. Any access to the Property prior to Closing is prohibited unless accompanied by the Seller or unless otherwise agreed to in writing by Seller.

**EARNEST MONEY:**

Earnest Money shall be deposited with the Seller's attorney/title company or Listing Agent's brokerage within 48 hours of the Effective Date of the Contract.

Within fifteen (15) days from the Effective Date of the Contract, the Earnest Money shall become nonrefundable. In the event the Contract provides for the release of the Earnest Money to Seller, execution of this Addendum by the Buyer will serve as written release and the only release necessary, for the Escrow Company, or closing agent to immediately release the Earnest Money as such to the seller.

In the event Seller defaults in the performance of the Contract and this Addendum, Buyer shall be entitled to a return of the Earnest Money as Buyer's sole and exclusive remedy.

**TITLE AND CLOSING:**

Title is to be conveyed by Special Warranty Deed.

The transaction shall not close in escrow without prior written consent of the Seller.

Seller is able to refer a title company to facilitate the closing, however all fees will be the responsibility of the Buyer, including, but not limited to: Owner's Title Policy, Transfer fees, Recording fees, etc.

If Buyer does not use Seller's chosen closing company, Buyer shall order title within one (1) calendar day of the Effective Date of the Contract. If Buyer fails to do so, all objections to title shall be deemed waived.

Buyer's Initials RP6

Seller's Initials \_\_\_\_\_



If Seller is unable to provide insurable title, convey the Property, or deliver possession of the Property as provided in the Contract and this Addendum, or if at the time of the delivery of the Deed does not conform with the provisions of the Contract and this Addendum, Seller shall bear any nominal expense and use reasonable efforts to remove defects in title or to convey or deliver the Property as so provided, but is under no obligation to use extraordinary measures or to bring any actions or proceedings in order to do so. If Seller is unable to so remove any defects in title or to convey or deliver the Property as so provided within ten (10) days of the contract close date, the Buyer's sole remedy will be to retain the Earnest Money.

Closing Costs paid by Seller will be paid at closing and must be based on actual, specified closing costs.

**PRORATIONS:**

Prorations of taxes, assessments, fees or other expenses determined by using a reasonable estimate accepted by both parties at closing (as evidenced by the parties' approval of the settlement statement) shall be final and conclusive, and not subject to adjustment. To the greatest extent possible, this provision shall be construed to prevent any post-closing payments or adjustments that might otherwise be required under the Contract.

Buyer shall be responsible for the installation of new locks and the transfer of all utilities on the property immediately after the closing and Buyer shall hold harmless and indemnify Seller.

Tax prorations shall be based on one hundred percent (100%) of the last available tax bill or upon the local tax assessor's latest valuation of the Property and the current tax rate.

In no event shall the Seller be responsible for the payment of any unlevied assessment pending as of the actual date of Closing.

Seller will not be responsible for any adjustment of settlement changes after Closing, including, but not limited to: taxes, HOA dues, or utility payments.

Upon Closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood (if applicable), and title insurance on the Property. All hazard, flood (if applicable), and title insurance policies shall be terminated by Seller immediately upon Closing. Buyer shall be responsible for obtaining any required hazard, flood (if applicable), and mortgagee title insurance (if lender so desires) prior to Closing.

**RISK OF LOSS:**

If during the pendency of this agreement, and prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss and the cost of replacement or repair of damages is in excess of five percent (5%) of the Purchase Price, Buyer and Seller may renegotiate the Purchase Price or terminate this Contract. If this Contract is terminated, any Earnest Money shall be refunded to the Buyer. NOTICE TO BUYER: CONSULT YOUR INSURANCE AGENT PRIOR TO THE CLOSING DATE DUE TO THE UNIQUE REQUIREMENTS OF THIS TYPE OF PROPERTY.

**PER DIEM:**

In the event of a per diem charge, Buyer authorizes Seller to debit their Earnest Money deposit to cover said charge(s). Per Diem rate is \$150 per day. Per Diem will be applied if contract close date is extended through no fault of the Seller.

Buyer's Initials RPB

Seller's Initials \_\_\_\_\_



**RIGHT TO TERMINATE:**

Seller shall have the absolute and unilateral right to terminate the Contract at any time prior to and including the date of closing, without cause, upon written notification delivered to the Buyer. In the event Seller exercises their right to terminate the Contract, Buyer's sole remedy shall be to receive a return of the Buyer's Earnest Money deposit, and the parties shall thereafter be relieved of all obligations under the terms of this Contract and all addenda.

**DEFAULT:**

Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the Earnest Money deposit can be retained by Seller as liquidated damages pursuant to Liquidated Damages Provision below. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to a return of any Earnest Money deposit as their sole and exclusive remedy and to a cancellation of this Contract, which shall be rendered NULL and VOID. Subject to Arbitration Clause below, in the event of any litigation or dispute between Seller and Buyer or concerning the release of the Earnest Money, the Listing Broker, Title Company or Escrow Agent holding any Earnest Money or other deposits or funds, sole responsibility may be met, at such person's option, by paying the Earnest Money deposit into a court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon payment of the deposit into court, neither Buyer nor Seller shall have any further right, claim, demand or action against the depositing party regarding the release of the Earnest Money deposit. Nothing contained herein or elsewhere in the Contract shall be construed to limit the applicability of Arbitration Clause below.

**ARBITRATION CLAUSE:**

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The place of arbitration shall be a location acceptable to each of the parties. If a mutually acceptable locale cannot be determined by Buyer and Seller, the locale will be determined in accordance with the Commercial Arbitration Rules. The parties may, without waiving any remedy under this Contract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect their rights or property, pending the arbitral tribunal's determination of the merits of the controversy. Each party shall bear its own costs and expenses and an equal share of the arbitral tribunal fees and administration fees. The award shall be in writing, shall be signed by a majority of the arbitrators in the tribunal, and shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

**LIQUIDATED DAMAGES PROVISION:**

If the transaction described in this Contract fails to close strictly in accordance with the terms of said Contract because of the failure or default of Buyer in the performance of Buyer's obligation in accordance with said Contract, the Buyer's Earnest Money deposit and any additional deposits shall be delivered to or retained by Seller as Seller's sole remedy and right to damages. Seller shall notify any Title Company, Escrow Agent or Broker which may be holding any such Earnest Money or additional deposits in writing of such failure or default by Buyer and the person holding such funds shall act without any further instruction by any party and is hereby irrevocably instructed to act on such notice or request and shall deliver the Earnest Money deposit and any additional deposits to Seller without any further notice or consent from Buyer. The parties agree that Seller's actual damages, in the event of the default of Buyer, would be difficult or impossible to determine. Therefore, said deposit has been agreed upon after negotiations, as the parties' best estimate of Seller's actual damages.

Buyer's Initials



Seller's Initials



**COUNTER OFFER/ADDENDUM Loan # 1079121**



THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY

333 Technology Drive  
Canonsburg, PA 15317  
Corporate (866) 620-7577  
Fax (866) 321-8989

Reference is made to the Real Estate Purchase Contract and receipt for deposit dated January 14, 2016 pertaining to the Real Property known as 26840 Bagley Road, OLMSTED FALLS, OH 44138 made between Greene Point Management hereafter referred to as "Buyer", and Finance of America Reverse LLC "Seller".

Buyer and Seller accept the terms and conditions in the contract with the following changes:

1. Sales Price shall be \$ 48,500.
2. Earnest deposit to be \$1,000.  
Earnest money shall be held by seller's Agent or Seller's choice of Closing Company.
3. Closing date shall be on or before January 21, 2016. Unless otherwise specified, Buyer and Seller shall pay their own closing costs
4. Seller will credit buyer up to \$0 for Buyer's closing costs, which are defined as prepaid, nonrecurring, and non-allowable costs.
5. Repair Costs of \$0 toward repairs on the Property. Any repair amount in excess of the stated amount shall be the sole responsibility of Buyer.
6. Seller to credit buyer for Home Warranty of \$0, Inspection Fee of \$0, Survey Fee of \$0, and Other Costs of \$0.
7. Buyer shall complete all inspections within 0 days of counter offer acceptance. Buyer is solely responsible for the costs of all inspections. Seller will not adjust the sales price due to the findings of any inspections. Seller will not pay for a property survey, home warranty, or abstract title.
8. Buyer to make a written application for loan approval within five (5) days and have Lender's written loan approval within fifteen (15) days after acceptance of this counteroffer.
9. Seller to credit buyer Termite Fee of \$0 for Section 1 charges listed on the Termite Report. The Buyer shall pay any and all costs in excess of the stated amount.
10. **ADDITIONAL TERMS:** Property sold as-is. No repairs or concessions. Buyer pays owner's title policy, recording and transfer fees. Subject to final HUD approval. Cash

Standard clauses to be made a permanent part of this contract:

- Buyer's minimum deposit amount to be the greater of 1% of sales price or \$500.00.
- Buyer(s) agrees to deliver to Seller/Seller's agent signed purchase contract and Addenda within 2 (two) calendar days of Buyer's signature.
- **Seller will not pay for nor credit Buyer(s) for VA, FHA or other loan/financing costs or fees; nor will they pay for or credit any other costs, fees, survey, home warranty plan, inspections or repairs unless otherwise stated and defined above.**
- This contract cannot be extended or assigned without prior written approval from Seller. Seller will not provide financing. Property taxes shall be prorated to day of closing.
- It is understood between Buyer(s) and Seller that this property is being sold in "Where-is, As-is" condition with no Seller representations or warranties, expressed or implied, by the Seller, ResNet or the local listing agent.
- Property inspections not to take place prior to receipt of fully executed contract.
- Buyer(s) to sign Seller's Addenda to be made part of the original contract.
- In the event of a per diem charge, Buyer authorizes Seller to debit their escrow deposit to cover said charge(s). Per diem rate is \$ 0 per day. Per diem will be applied if contract close date is extended through no fault of the seller.

Unless this counter offer is accepted by the Buyer(s) by this offer shall be deemed revoked. Seller reserves the right to continue to market said property and accept any contract of Seller's choosing prior to Seller's written acceptance of contract and counter offer/addendum(s).

**This transaction is subject to acceptance and execution of the original purchase contract/ sales agreement and this counter offer addendum by "Seller".**

All other terms and conditions shall remain the same. This counter offer addendum supersedes all other counter offer addenda and the purchase contract/sales agreement. This counter offer addendum is accepted by the Buyer(s) and the Seller, as evidenced by Buyer(s) and Seller's signature hereon. This counter offer addendum shall hereby become part of the above referenced contract between the parties.

**Acceptance:** Buyer(s) accepts the above counter offer and acknowledges receipt thereof.

Seller's Initials \_\_\_\_\_ Buyer's Initials RRB  
Buyer's Initials \_\_\_\_\_



THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
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333 Technology Drive  
Canonsburg, PA 15317  
Corporate (866) 620-7577  
Fax (866) 321-8989

**Addendum A**

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF THE REAL ESTATE PURCHASE CONTRACT, HEREINAFTER REFERRED TO AS "CONTRACT", BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

ADDRESS: 26840 BAGLEY RD OLMSTED FALLS OH 44138

1. In the event there is a conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall apply and shall supersede and replace anything to the contrary.
2. Buyer(s) agrees that title will be conveyed by Special Warranty Deed.
3. Seller will advise as to the selection of the closing attorney/title company and will instruct him/her to order all title work and prepare all documents necessary to close this sale.
4. If financing is involved, Buyer(s) shall apply for a loan within five (5) calendar days from the effective date of the Contract (Seller's signature date on counter offer) and be approved within fifteen (15) calendar days from the date of application, or the Contract shall become null and void at Seller's option.
5. If any repairs are made part of the Contract, they shall not be initiated until Buyer(s) has received written loan approval and Seller has authorized work to commence in writing.
6. Property taxes shall be prorated to the day of closing.
7. Occupancy of the subject property shall not be permitted prior to closing.
8. Buyer(s) shall make a complete inspection of subject property within the time frame specified in the counter offer addendum. In no event will Seller be obligated for any repairs or replacements unless Seller has agreed in writing to make repairs, and/or credits as specified in the counter offer addendum
9. Buyer(s) acknowledges that subject property was acquired by the Seller as a result of a foreclosure sale or by deed in lieu of foreclosure and that Seller has not occupied this property and has no personal knowledge of its condition or of the existence of any defects. Personal property is not considered part of this Contract.
10. Buyer(s) acknowledges that the terms and condition of the Contract and this Addendum shall survive the closing.
11. Closing of this sale constitutes acceptance by Buyer(s) of condition of property and Seller shall have no further liability thereon.
12. RIGHT TO TERMINATE: Seller shall have the absolute and unilateral right to terminate the Contract at any time prior to and including the date of closing, without cause, upon written notification delivered to the Buyer. In the event Seller exercises their right to terminate the Contract, Buyer's sole remedy shall be to receive a return of the Buyer's Earnest Money deposit, and the parties shall thereafter be relieved of all obligations under the terms of this Contract and all addenda.

Seller's Initials \_\_\_\_\_ Buyer's Initials RBG  
 Buyer's Initials \_\_\_\_\_



THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



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Canonsburg, PA 15317  
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Fax (866) 321-8989

**Addendum B  
"AS IS" PROVISION**

Addendum to Purchase Contract or Counter Offer dated 1/18/2016 for the property located at 26840 BAGLEY RD OLMSTED FALLS OH 44138. Buyer is aware that Seller acquired the property which is the subject of this transaction by way of foreclosure or by deed in lieu of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present "AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE".

Buyer acknowledges for Buyer and Buyer's successors, heirs and assignees, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including, but not necessarily limited too:, electrical, plumbing, heating systems, sewage, roof condition, air conditioning (if any), foundations, soil and geology conditions, zoning allowances, lot size or suitability of the pProperty and/or improvements for particular purposes, or that appliances (if any), plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any City, County, State and/or Federal statutes, codes or ordinances. Any reports, repairs, or work required by Buyer's Lender are to be the sole responsibility of the Buyer.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with appropriate planning authority for intended use and holds the Seller and Broker, if applicable, harmless as to suitability for Buyer(s) intended use.

Buyer(s) further states that they are relying solely upon their own inspection of subject Property and not upon any representation made to them by any person whomsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereto.

Seller gives no warranties of fitness regarding such personal property that belongs to Seller which is transferred as part of the purchase.

Every Buyer(s) of any interest in residential 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 people at risk of developing lead poisoning. Lead poisoning also poses a particular risk to pregnant women and young children. 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 assessment or inspections in the Seller's possession and notify the Buyer(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The closing of this transaction shall constitute an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

Buyer shall indemnify and fully protect, defend, and hold Seller harmless from and against any and all claims, liens, loss, damages, special assessments, and costs and expenses of every kind and nature (including, but not limited, to attorneys' fees and court costs) that may be sustained by or made against the Seller or any damages to the Property or to any adjoining property, or any injury to Buyer or any other persons that may result or arise out of Buyers due diligence and/or inspection period.

Seller's Initials \_\_\_\_\_ Buyer's Initials RPB  
Buyer's Initials \_\_\_\_\_



THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT  
READ IT CAREFULLY



333 Technology Drive  
Canonsburg, PA 15317  
Corporate (866) 620-7577  
Fax (866) 321-8989

Date 1/18/2016  
Property Address 26840 BAGLEY RD OLMSTED FALLS OH 44138  
Buyer(s) Name GREENE POINT MANAGEMENT

**ADDENDUM TO REAL ESTATE PURCHASE CONTRACT**  
AS-IS Purchase/Sale Agreement

Buyer is aware that Seller has never occupied property. Buyer is aware that Seller has no knowledge of property. Buyer is aware that Seller acquired this property, which is the subject of this transaction, either by way of foreclosure or by deed in lieu of foreclosure, and that SELLER is selling and BUYER is purchasing the property in "AS-IS CONDITION" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, as to the condition of the subject property. BUYER acknowledges on behalf of themselves and their opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents of BUYER'S choosing, and that in purchasing the property BUYER is not relying on any statements or representations made by SELLER or SELLER'S agents as to the condition of the property and/or improvements thereon, including but not limited to, any statements or representations relating to electrical, plumbing, heating systems, sewage, roof condition, air conditioning (if any), foundations, soil and geology conditions, zoning allowances, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any local, city, county state and/or federal statutes, codes or ordinances. The closing of this transaction shall constitute an acknowledgement by the BUYER that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED OR OF ANY NATURE, AND IN AN "AS-IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION. Buyer is aware that SELLER WILL NOT MAKE OR PAY FOR ANY REPAIRS OF ANY TYPE REGARDLESS OF INSPECTION FINDINGS. SELLER WILL NOT PAY FOR A TERMITE LETTER OR FOR TREATMENT, IF NECESSARY. Buyer is aware that the TITLE will be conveyed by SPECIAL WARRANTY DEED.

Seller \_\_\_\_\_  
Buyer/Date Green Pointe management 1-18-16  
Buyer/Date [Signature] 1-18-16





**PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned Green Point Management offers to buy the

2 **PROPERTY** located at 26840 Bagley Road

3 City Olmsted Falls, Ohio, Zip 44138

4 Permanent Parcel No. 281-14-021, and further described as being: \_\_\_\_\_

5 \_\_\_\_\_

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

15 AS-IS

16 NOT included: \_\_\_\_\_

17 \_\_\_\_\_

18 **SECONDARY OFFER** This  is  is not a secondary offer. This secondary offer, if applicable, will become a  
 19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before  
 20 \_\_\_\_\_ (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 \$ 48,500.00

24 Payable as follows:  
 25 Earnest money paid to Broker will be deposited in a non-  
 26 interest bearing trust account and credited against  
 27 purchase price. \$ 1,000.00

28  Check to be deposited immediately upon the  
 29 formation of a binding AGREEMENT, as defined  
 30 below on lines 231-238.

31  Note to be redeemed within four (4) days after  
 32 formation of a binding AGREEMENT, as defined  
 33 below on lines 231-238.

34 Cash to be deposited in escrow \$ 47,500.00

35 Mortgage loan to be obtained by BUYER \$ 0

36  CONVENTIONAL,  FHA,  VA,  OTHER Cash

37 \_\_\_\_\_

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, N/A  
 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.

SELLER'S INITIALS AND DATE

RR 1-18-16  
 BUYER'S INITIALS AND DATE



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

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow  
48 with the lending institution or escrow company on or before JAN 21, 2016, and title shall be  
49 transferred on or about JAN 21, 16.

50 **POSSESSION** SELLER shall deliver possession to BUYER on JAN 21, 2016 (date) at NOON (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 <sup>NA</sup> \_\_\_\_\_ 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 Single Source Property Solutions  
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)<sup>®</sup> 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,



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

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

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



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 on \_\_\_\_\_ (date) prior to writing this offer.

206 BUYER  HAS NOT RPB (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 10 days from  
209 receipt.

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

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

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

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

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



CONTRACT INSTRUCTIONS please read and follow these directions and use the check list

STATE CONTRACT

All term must match. The seller does not accept cross outs. Please draw up a new contract with all terms exact. All terms are on the sellers add. They must match.

Please check the name on the sellers contract. All names must match. Do not add or change name

Do not put check marks: included paragraph. The property is being purchased as is and Put ZERO for water hold. The water is paid, sometimes outside of closing. NO funds in escrow.

Please make sure the full address is on all pages. All initials and signatures are completed and all date fields are completed. Buyer must complete their address fields.

All blanks must have a N/A or line.

SELLERS ADDENDUM: DO NOT ALTER SELLERS CONTRACT IN ANY WAY.

ALL terms match. Name is correct All fields are completed. Initials, signatures, dates.

CHECK LIST:

\_\_\_\_\_ All signatures and initials are completed and all date fields are completed

\_\_\_\_\_ All terms Exact, no cross outs, no added or changed terms: EX sales price, names, contingencies, terms

\_\_\_\_\_ Pre-app or Proof of funds has buyers name, covers the purchase price, dated within 30 days

\_\_\_\_\_ Copy of Earnest Money is the agreed upon amount, CERTIFIED check only (no money orders, personal checks, business checks, no exceptions) Made out to the sellers title: per instructions. Buyer MUST be the remitter

\_\_\_\_\_ If buyer is a Entity (LLC or Corporation) Corporate Docs must be submitted. Articles of Inc and Authorization to sign if buyers is not owner.

Send complete correct contract package back to us in one PDF file in the following order:

SELLERS ADDENDUM

STATE CONTRACT

AGENCY DISCLOSURE BOTH PAGES

COPY OF EM

PROOF OF FUNDS/PRE AP AND IF NEEDED/CORPORATE DOCS

\* Lead Base Paint





Realty Trust Services



AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONCURRENCY / CONTINGENCIES

1 This is an Amendment to the Purchase AGREEMENT dated (Acceptance), 1/18/2015.
2 for the purchase and sale of the property known as (street address)
3 26840 Baqley Road Olmsted Falls, Ohio 44138

4 between Green Pointe Management Managing Partner (BUYER)
5 and Finance America Reverse LLC (SELLER).

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

8 FINANCING: BUYER(S) loan commitment to be obtained on or about
9 CLOSING: Funds and Documents to be placed in escrow on or before Feb. 18, 2016

10 and title shall be transferred on or about Feb. 18, 2016.

11 POSSESSION: Sellers shall deliver possession to BUYER(S) on

12 [ ] AM [ ] PM provided the title has transferred.

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

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

19 INSPECTION CONTINGENCIES:

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

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

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

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

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

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

26 [ ] Removed [ ] Removed subject to conditions listed below.

27 [ ] Removed [ ] Removed subject to conditions listed below.

28 [ ] Removed [ ] Removed subject to conditions listed below.

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

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

31 CONDITIONS:

32 Contract extension to closing out to Feb. 18, 2016 due to title not being ready to close.

33

34

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

37 Green Pointe Management 1-21-16 BUYER Managing Partner 1-21-16

38 BUYER Green Pointe Management DATE

BUYER Managing Partner DATE

39

40 SELLER Finance America Reverse LLC DATE

SELLER DATE





**SingleSource**  
PROPERTY SOLUTIONS

Integrated mortgage services & property management solutions

## REALTOR INFORMATION SHEET

SingleSource Property Solutions has been selected by the Seller to conduct the title work and Closing for this property. Please note, this Closing is an REO escrow Closing and therefore no funds will be disbursed at the closing table. All Commission checks will be sent out by UPS the first business day after the Closing.

Please complete this form and return to [titleorders@singlesourceproperty.com](mailto:titleorders@singlesourceproperty.com) within 48 hours of receipt

Property Address: 26840 Bagley Rd, Olmsted Falls, OH 44138

Purchase Price: \$ 48,500.00

SingleSource requests that the Earnest Money funds be held in our Escrow Account until Closing. If that is not the case: Who is holding the Earnest Money? singlesource title Amount: \$ 1,000

Is it to be deducted from Commission?  Yes  No

If the commission is less than the amount being held, SingleSource must receive the shortage before closing.

\*\*Please forward EMD checks to: SingleSource Property Solutions, Attn: Heidi Copenheaver, 333 Technology Dr, Suite 102, Canonsburg, PA 15317, Please note funds over \$500.00 personal check or \$5,000.00 company check must be Certified\*\*  
FUNDS CAN BE WIRED OR SENT OVERNIGHT – PLEASE CONTACT OUR OFFICE FOR INSTRUCTIONS

### Buyer's Agent:

Please provide your Company Name and Address for your Commission check:

Realty Trust Services  
29950 Detroit Rd Suite 102  
Westlake, OH 44145

What is the amount of the commission you are expecting? \$1,000.00

Do you have any administrative fees? NO

We will need to know how to have the Buyer(s) vested on the new Deed. Please indicate how the Buyer(s) would like to hold Title, including their marital status: Green Pointe management

Buyers Current Address: 21380 Lorain Road Buyer Phone Number: 330-635-9717  
Fairview Park Ohio 44126

If the Property is being Financed, please provide the Lender's Contact Name, Phone Number and email address:

NO CASH.

### Listing Agent:

Please provide your Company Name and Address for your Commission check:

\_\_\_\_ What is the amount of the commission you are expecting? \_\_\_\_

\_\_\_\_ Do you have any administrative fees? \_\_\_\_

Is the Property in an HOA?  Yes  No

Contact and Phone Number for the HOA: \_\_\_\_

Is the Water by Well or Public Services?  Well  Public Services

Is the Sewer by Septic or Public services?  Septic  Public Services

Name and Phone Number for the Water and/or Sewage Company: \_\_\_\_

\*\*Please provide the most recent copies of the Water bill and HOA invoice if the account is in you or your firm's name. Please send these to Karen Nichols at [knichols@singlesourceproperty.com](mailto:knichols@singlesourceproperty.com)