



PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Green Jointe Management offers to buy the

2 PROPERTY located at 12401 maple leaf drive

3 City Gatfield heights, Ohio, zip 44125

4 Permanent Parcel No. 545-29-0245, and further described as being:

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

16 NOT included:

18 SECONDARY OFFER This is is not a secondary offer. This secondary offer, if applicable, will become a primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before

21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the 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 \$ 35,500.00

24 Payable as follows: 34,000.00

25 Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against

27 purchase price. 1,000.00

28 Check to be deposited immediately upon the formation of a binding AGREEMENT, as defined

30 below on lines 231-238. 32,500.00

31 Note to be redeemed within four (4) days after formation of a binding AGREEMENT, as defined

32 below on lines 231-238. 33,500.00

34 Cash to be deposited in escrow 33,500.00

35 Mortgage loan to be obtained by BUYER 33,500.00

36 CONVENTIONAL, FHA, VA, OTHER Cash

37 100% Violation Free

38 FINANCING BUYER shall make a written application for the above mortgage loan within _____ days

39 after acceptance and shall obtain a commitment for that loan on or about _____ 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.

SELLER'S INITIALS AND DATE DM 3-11-16

BUYER'S INITIALS AND DATE RL 3-8-16

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

CLOSING All funds and documents necessary for the completion of this transaction shall be placed in escrow with the lending institution or escrow company on or before 3-18-16 and title shall be transferred on or about 3-15-16. Discovery

POSSESSION SELLER shall deliver possession to BUYER on title Transfer (date) at NOON (time) AM PM, provided the title has transferred. Subject to BUYER'S rights, if any, the premises may be occupied by the SELLER free for 0 () days. Additional NA days at a rate of \$ per day. Payment and collection of fees for use and occupancy after transfer of title are the sole responsibility of SELLER and BUYER.

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

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

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

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

Approved by CABOR, LOCAR, LCCAR, GOCAR, Reading BOB, and the Cuyahoga County Bar Association
SELLER'S INITIALS AND DATE: [Signature] 3-11-16
BUYER'S INITIALS AND DATE: [Signature] 3-8-16

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

BUYER HAS Form signed by SELLER on _____ (BUYER's initials) received a copy of the Residential Property Disclosure (date) prior to writing this offer.
BUYER HAS NOT APC (BUYER's initials) received a copy of the Residential Property Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and BUYER's review and approval of the information contained on the disclosure form within 10 _____ days from receipt. None

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

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

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

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

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

SELLER'S INITIALS AND DATE
W M 3-11-16

BUYER'S INITIALS AND DATE
DK 3-8-16

244 Green Pointe management 21380 Lorain Rd Fairview Park, OH 44126
 (BUYER) (BUYER)
 (ADDRESS AND ZIP CODE)

246 ---> 330 635-9717
 (BUYER) managing partner (PHONE NO.)
 247 ---> 3-8-16
 (DATE)

248 DEPOSIT RECEIPT Receipt is hereby acknowledged, of \$ 4,000
 subject to terms of the above offer.
 check note, earnest money.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073
 251 ACCEPTANCE SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
 SELLER's escrow funds a commission of \$500.00

252 of the purchase price to REALTY TRUST SERVICES
 253 29550 Detroit Road Suite 102 Westlake OH 44145
 (Broker) (Address)

254 and purchase price to _____ percent (____%) of the
 255 (Broker) (Address)

256 as the sole procuring agents in this transaction.
 257 (Address)

258 JD Moore
 259 5169 Waterbridge
 (SELLER) (ADDRESS AND ZIP CODE)

260 JD Moore
 261 440-582-5316
 (PRINT SELLER'S NAME) (PHONE NO.)
 262 3-11-16
 (DATE)

263 (SELLER) (ADDRESS AND ZIP CODE)

264 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

269	Multiple Listing Information	
270	(Listing agent name)	NONE
271	(Listing agent license #)	NONE
272	(Listing broker name)	NONE
273	(Listing broker office #)	
274	Christopher Kaylor	2011003065
275	(Selling agent name)	
276	(Selling agent license #)	
277	Realty Trust Services	9165
	(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: 17401 Maple Leaf Drive - Castald Heights
Buyer(s): Green Pointe Management
Seller(s): Joanne Moore TRS

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor _____ and Realty Trust Services _____, and the seller will be represented by _____ and _____.

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 _____ 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.

BUYER/TENANT: Green Pointe Management DATE: 3-8-16
 SELLER/LANDLORD: Joanne Moore TRS DATE: 3-11-16

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.

Property Address: _____

12401 Maple Leaf Drive Garfield Heights

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (iii) below):
- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (iii) 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 (iii) 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): _____
- (iii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (iii) 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;
- (iii) _____ 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

- (f) 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.

Seller	<u>James Mason</u>	Date	<u>3-11-16</u>
Purchaser	<u>Robert P. Gillepie 3-84</u>	Date	<u>3-8-16</u>
Agent	<u>Christy Adams</u>	Date	<u>3-8-16</u>

Promissory Note

DUE DATE
ON DEMAND



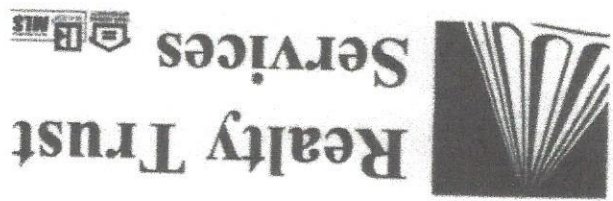
with interest at ZERO percent per annum for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged.
Greenpointe management

ON DEMAND after date, REALTY TRUST SERVICES
4 days from acceptance
promise to pay to the order of _____

\$ 1,000.

Date _____

Approved forms - The Cleveland Area Board of REALTORS®



Promissory Note