



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

BUYER The undersigned Grafitti Me LLC offers to buy the

PROPERTY located at 1452 E 93rd Street

City Cleveland, Ohio, Zip 44106

Permanent Parcel No. 107-13-122, and further described as being:

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:

As-Is Sellers makes no repairs
NOT included:

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 (date). BUYER shall have the right to terminate this secondary offer at any time prior to BUYER's receipt of said copy of the release of the 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.

PRICE BUYER shall pay the sum of \$ 8,000.00
Payable as follows:
Earnest money paid to Broker will be deposited in a non-interest bearing trust account and credited against purchase price. \$ 1,000.00
[ ] Check to be deposited immediately upon the formation of a binding AGREEMENT, as defined below on lines 231-238.
[ ] Note to be redeemed within four (4) days after formation of a binding AGREEMENT, as defined below on lines 231-238.
Cash to be deposited in escrow \$ 7,000.00
Mortgage loan to be obtained by BUYER \$
[ ] CONVENTIONAL, [ ] FHA, [ ] VA, [ ] OTHER Cash

FINANCING BUYER shall make a written application for the above mortgage loan within days after acceptance and shall obtain a commitment for that loan on or about. If, despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other or to Broker and their agents.

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 ~~March 10, 2016~~ 3/16/16 and title shall be  
49 transferred on or about ~~March 10, 2016~~ 3/16/16 (initials)

50 **POSSESSION** SELLER shall deliver possession to BUYER on Title Transfer (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 0 ( ) days. Additional NA days at a rate of  
53 \$ 0.00 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 All Real Estate Solutions 440 484 2297  
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,

96 whichever is later. The escrow agent shall withhold \$ 300.00 from the proceeds due SELLER for  
 97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the  
 98 BUYER.

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

102 \_\_\_\_\_, BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by  
 104 BUYER which  will  will not be provided at a cost of \$ \_\_\_\_\_ charged to  SELLER  BUYER from  
 105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not  
 106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107  The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
 108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109  The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1  
 110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of  
 112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes  
 113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of  
 114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,  
 115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER  
 116 understands that all real property and improvements may contain defects and conditions that are not readily  
 117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and  
 118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges  
 119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or  
 120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT  
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

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

Choice	Inspection		Expense	
	Yes	No	BUYER's	SELLER's
<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____	days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____	days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WATER POTABILITY _____	days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL FLOW RATE _____	days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON _____	days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> <input type="checkbox"/>	OTHER 1-3 _____	days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134 _____ Final Walk Thru Prior to closing				

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

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 RL (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.

X 206 BUYER  HAS NOT Rh (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.

**None Provided**

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.

**REPRESENTATIONS AND DISCLAIMERS**

217 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

**DAMAGE**

227 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.

**BINDING AGREEMENT**

231 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.**

**ADDENDA**

239 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.**

SELLER'S INITIALS AND DATE

XORL 3-9-16  
BUYER'S INITIALS AND DATE

South Euclid

244 Gratitume LLC P.O. Box 21538 44121  
245 (BUYER) (ADDRESS AND ZIP CODE)

246 [Signature] --> 216 906 6645 --> 3.9.16  
247 (BUYER) RACHON LANE 6 (PHONE NO.) (DATE)

248 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$ 1,000.00  check  note, earnest money,  
249 subject to terms of the above offer.

250 By: Christopher Kaylor Office: REALTY TRUST SERVICES Phone: 3308401073

251 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from  
252 SELLER's escrow funds a commission of \$1,000. \_\_\_\_\_ percent (\_\_\_\_\_% )  
253 of the purchase price to REALTY TRUST SERVICES (Broker)  
254 29550 Detroit Road Suite 102 Westlake OH 44145 (Address)  
255 and PER LISTING \_\_\_\_\_ percent (\_\_\_\_\_% ) of the  
256 purchase price to PER LISTING (Broker)  
257 \_\_\_\_\_ (Address)  
258 as the sole procuring agents in this transaction.

259 \_\_\_\_\_  
260 (SELLER) (ADDRESS AND ZIP CODE)

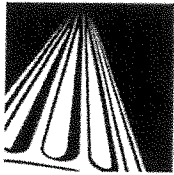
261 \_\_\_\_\_  
262 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

263 \_\_\_\_\_  
264 (SELLER) (ADDRESS AND ZIP CODE)

265 \_\_\_\_\_  
266 (PRINT SELLER'S NAME) (PHONE NO.) (DATE)

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

Multiple Listing Information	
270 <u>None</u>	<u>None</u>
271 (Listing agent name)	(Listing agent license #)
272 <u>None</u>	<u>None</u>
273 (Listing broker name)	(Listing broker office #)
274 <u>Christopher Kaylor</u>	<u>2011003065</u>
275 (Selling agent name)	(Selling agent license #)
276 <u>Realty Trust Services</u>	<u>9165</u>
277 (Selling broker name)	(Selling broker office #)



**Realty Trust  
Services**



### Promissory Note



*Promissory Note*

\$ 1,000.00 Date 3-8-16

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

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

DUE DATE  
ON DEMAND

Approved forms - The Cleveland Area Board of REALTORS®



# 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: 1452 E 93 rd St Cleveland, OH  
Buyer(s): Gratiti Me LLC  
Seller(s): DL Real estate holdings

### 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 None, and None  
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.

X [Signature] 3-9-16  
BUYER/TENANT DATE SELLER/LANDLORD DATE  
BUYER/TENANT DATE SELLER/LANDLORD DATE



In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

### Working With Other Brokerages

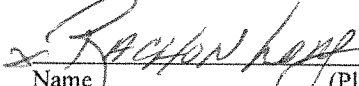
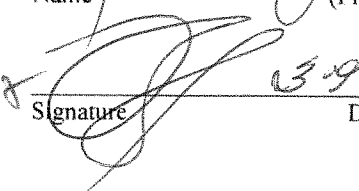
When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer's agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

### Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

  
Name \_\_\_\_\_ (Please Print)  
  
Signature \_\_\_\_\_ Date 3-9-16

\_\_\_\_\_  
Name \_\_\_\_\_ (Please Print)  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**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: 1452 E 93rd street Cleveland, OH

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment**

X (c) Rh Purchaser has received copies of all information listed above.

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

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

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

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

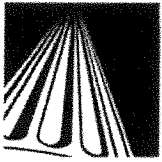
**Agent's Acknowledgment**

(f) ck  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	Date	Seller	Date
<u>[Signature]</u>	<u>3-9-16</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>3-9-16</u>		
Agent	Date	Agent	Date



# Realty Trust Services



## AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONCURRENCY / CONTINGENCIES

1 This is an Amendment to the Purchase AGREEMENT dated (Acceptance), 3/9/2016  
2 for the purchase and sale of the property known as (street address)  
3 1452 E93rd Street Cleveland Ohio

4 between Graffiti Me LLC (BUYER)  
5 and DI Real Estate Holdings (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 ~~March 10, 2016~~ 3/16/16 (PL)

10 and title shall be transferred on or about ~~March 10, 2016~~ 3/16/16 (PL)  
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) Listed Below  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 Buyer to receive Credit on Hud1 for Security deposit and Rent Pro-rations and future rent payments held  
33 in escrow with Avalon book keeping.

34 \_\_\_\_\_

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

37 [Signature] 3-9-16  
38 BUYER Graffiti Me LLC DATE

BUYER DATE

39 \_\_\_\_\_  
40 SELLER DI Real Estate Holdings DATE

SELLER DATE